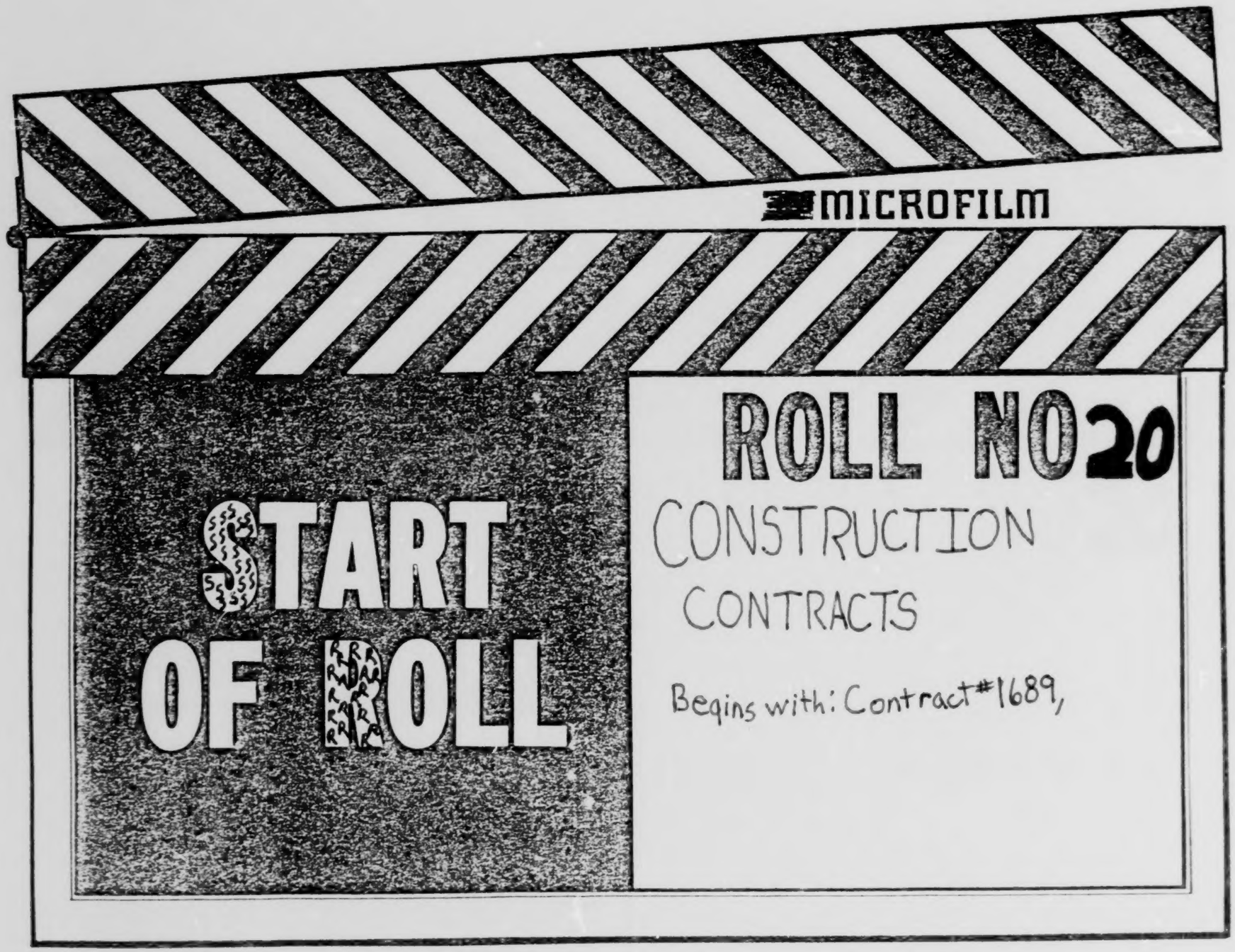

MICROFILM
START OF ROLL
ROLL NO 20
CONSTRUCTION
CONTRACTS
Begins with: Contract #1689,

CONTRACT# 1689,

NRH 240-A Tualatin River Overflow Br. 1934

1489

240-A

#1689

April 27, 1936

Mr. Fred H. Moes, Vice President
First National Bank of Baker
Baker, Oregon

Dear Mr. Moes:

Reply is made to your letter of April 24, in regard to moneys due R. H. Jones for contract work with the State Highway Commission.

The only contract which Mr. Jones had with the State Highway Commission for which final payment has not yet been made, is Contract No. 1689 for the construction of bridges over Tualatin River overflow and Dairy Creek overflow on the Tualatin Valley Highway and Nehalem Secondary Highway in Washington County. There is due Mr. Jones in connection with this job the final amount of $966.22, which amount has been assigned to the United States Fidelity and Guaranty Company, surety on the bond which was furnished in connection therewith. The warrant will be delivered to the surety in conformance with this assignment and will not be delivered to Mr. Jones. When the warrant will be released is still a matter of question, inasmuch as there are numerous claims outstanding against the project.

Very truly yours,

Secretary

HBG:MBL

April 20, 1936

H. B. G.

The final payment in connection with this contract is in amount of $966.22 and is assigned to the Surety Co.,

Signed voucher was sent to the Secretary of State on April 23, 1936.

I am not sure even now that we should release it as there are many claims. However, Jones will never see any of it.

J. McF.

1689

a contract, final payment of which was held up due to some controversy. He now informs us that this has been straightened out and he expects the check in a short time.

Will you be kind enough to let us know the facts in the matter, and if the outside accounts have been settled and you are now in a position to make payment. We enclose a stamped self addressed envelope for your convenience in replying.

Yours very truly,

Fred H. Moes.

FRED H. MOES
Vice President

FHM IM
enc.

Fin
when letter of thanks
#1689

4411

THE FIRST NATIONAL BANK OF BAKER

ESTABLISHED 1883

BAKER, OREGON

RECEIVED
APR 27 1936
OREGON
STATE HIGHWAY

April 24, 1936

State Highway Commission
Salem, Oregon

Gentlemen:

We have had some dealings with Mr. R. H. Jones, who carried out some contracts for you over in the Willamette Valley last summer and fall. Mr. Jones advises us that he has some $800 or $900 coming on a contract, final payment of which was held up due to some controversy. He now informs us that this has been straightened out and he expects the check in a short time.

Will you be kind enough to let us know the facts in the matter, and if the outside accounts have been settled and you are now in a position to make payment. We enclose a stamped self addressed envelope for your convenience in replying.

Yours very truly,

Fred H. Moes.

FRED H. MOES
Vice President

FHM IM
enc.

Jim
what's status of this job
$800

240-a

#1889

April 20, 1936

Mr. John O. Cook
Superintendent of Claims
U. S. Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Ore.

Gentlemen:

I wish to acknowledge receipt of your letter of April 17, enclosing assignment of claim on Contract 1689, duly executed by R. H. Jones.

We shall endeavor to comply with the provisions of the assignment and will mail warrants to the assignee in compliance therewith.

Very truly yours,

Secretary

MBL

REFERRED TO
BY SECRETARY

NOTED APR 20 36
CARL F. SMITH
AUDITOR

note - attach copy assignment & contract and show to Carl Smith

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE

1112 BEDELL BUILDING, PORTLAND, OREGON

RECEIVED
APR 18 1936
OREGON
STATE HIGHWAY COMMISSION

GAYLORD B. ECKLES
Manager

April 17, 1936

54-CR-7 - R. H. Jones -

State Highway Commission,
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

We are pleased to enclose herewith assignment of claim on Contract 1689, duly executed by R. H. Jones. Kindly forward your warrant made payable to this company. Thanking you very kindly, we are

Yours very truly,

John O Cook
Supt. of Claims

encl
JOC:ET

REFERRED TO
Mr. Lewis
BY SECRETARY

acknowledge and say we will endeavor to comply with terms of assignment.

USF&G FORTIETH YEAR

Portland 104 5m 2-17-36

NOTED APR 20 36
CARL F. SMITH
AUDITOR

240-A
245

C/R

April 8, 1936

United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Attention: Mr. Cook, Supt. of Claims

Gentlemen:

Reference is made to your letter of April 4, concerning final payment to R. H. Jones, in connection with his Contract No. 1689.

We note that you want to have the warrant covering this payment mailed direct to your office and we assume that you desire to have this payment assigned. We have therefore prepared the attached assignment form, which please have executed by Mr. Jones and return it to this office.

If you will give this matter your early attention, it will expedite payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE
cc - Carl F. Smith

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE

1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

April 4, 1936

54-CR-7 - R. H. Jones

State Highway Commission,
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer

We enclose herewith final estimate on contract No. 1689, duly executed by Mr. R. H. Jones, together with a letter from him directing that your check be made payable to the United States Fidelity & Guaranty Company.

Will you kindly see that the warrant in payment of this final estimate is directed to this company, and if that is not possible with the letter submitted by Mr. Jones, kindly make the warrant payable to both Mr. Jones and this company.

Yours very truly,

J. L. Woolcock

Supt. of Claims

encls-2
JOC:ET

U.S.F.&G. FORTIETH YEAR

Portland 104 5m 2-17-36

R. H. JONES

General Contractor

2515 Court St.

Baker Ore. April 2 193[illegible]

Oregon State Highway Commission
Salem Oregon

Please find enclosed estimate in the amount of $266.22 for which you may make the check payable to the United States Fidelity and Guaranty Company 1112 Bedell Building Portland Oregon.

Very truly yours

R. H. Jones

R. H. Jones

240-L

#1689

March 2, 1938

United States Fidelity & Guaranty Company,
G. B. Eckles, Manager,
Bedell Building,
Portland, Oregon.

Attention: Mr. Cook.

Gentlemen:

Reference is made to your telephone call of to day regarding the R. H. Jones Contract No. 1689 - Bridge over the Tualatin River Overflow and Dairy Creek Overflow in Washington County.

According to our records there is still due Mr. Jones in connection with this contract the sum of $966.22.

Claims on file against the contract are as follows:

Carnation Lumber Company, for material furnished, amount not stated; R. C. Reed and L. B. Weeks $447.00 for labor and material; Oregon Portland Cement Company $196.55 for material and Soule Steel Company $377.89 for material.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1689

2420

December 15, 1935

Hon. Earl Snell
Secretary of State
Building

Dear Sir:

This acknowledges receipt of your letter of the 9th inst., enclosing three copies of a notice of claim by Soule Steel Company for $577.09 against the bond taken from R. H. Jones, principal, and U. S. Fidelity and Guaranty Company, surety, for work on the Tualatin River Overflow in Washington County, Contract No. 1689.

We are forwarding copy of the notice to the contractor and to the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

HBG:MBL

December 15, 1955

United States Fidelity & Guaranty Company
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a notice of claim that has been filed in the office of the Secretary of State by Soule Steel Company, 1750 Army Street, San Francisco, against R.H. Jones, Baker, Oregon, in connection with his contract with the State Highway Commission for work on the Tualatin River Overflow in Washington County, otherwise known as Contract No. 1689, it being in the sum of $577.39, for reinforcing steel furnished him.

This notice is being sent you inasmuch as you appear as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

HBG:MBL

cc - R H Jones

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 9, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed with this letter three copies of a notice of claim by Soule' Steel Company for $377.99 against the bond taken from R. H. Jones, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Tualitan River Overflow in Washington County, contract No. 1689, which was received and filed in this office on November 29, 1935.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

E:F.
encs. 3

Soule Steel Company
Iron and Steel Products
1750 Army Street, San Francisco

November 25, 1935

Secretary of State,
Salem, Oregon.

Secretary, Oregon State Highway Commission,
Salem, Oregon.

Notice is hereby given that the undersigned, Soule' Steel Company, a corporation, has furnished reinforcing steel in the sum of Six Hundred Seventy-seven and 99/100ths ($677.99) Dollars to Mr. R.H. Jones, for use by him in the construction of a bridge over the Tualitan River Overflow in Washington County, Oregon, same being known as Oregon State Highway Contract No. 1689. R.H. Jones has paid against the abpve mentioned amount the sum of Three Hundred ($300.00) Dollars, leaving a balance due and owing to Soule' Steel Company of Three Hundred Seventy-seven and 99/100ths ($377.99) Dollars. Soule' Steel Company hereby files claim against the bond taken from Mr. R.H. Jones and United States Fidelity and Guaranty Company for the amount of Three Hundred Seventy-seven and 99/100ths ($377.99) Dollars.

Soule' Steel Company
By N.O. Millar
Treasurer.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss:

N.O. MILLAR, being first duly sworn, deposes and says:

That SOULE' STEEL COMPANY, which executed the foregoing claim, is a corporation; that affiant is an officer, namely, the treasurer of said corporation, and makes this affidavit for and on behalf of said corporation; that affiant executed the within claim as such treasurer in behalf of said corporation; that affiant has read the foregoing claim and knows the contents thereof and that the same is true of his own knowledge except as to matters which are therein stated on information or belief and, as to those matters, that he believes them to be true.

N.O. Millar

Subscribed and sworn to before me
this 25th day of November, 1935.
(Seal) W.W. Heally
Notary Public in and for the City and
County of San Francisco
State of California
My commission expires August 20, 1937

Endorsed: File # 2488
Filed Nov. 29, 1935
Earl Snell,
Secretary of State.

#1659

STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

FORM 69 10510 10M 2-36

2401

COPY

November 9, 1955

United States Fidelity and
Guaranty Company
1112 Bedell Building
Portland, Oregon

Gentlemen: Attention: Mr. J. O. Cook.
Re: 56961 - R. H. Jones, Baker, Oregon.

With reference to the above and your bond, given the State Highway Commission of Oregon in connection with Highway Contract No. 1659, will advise that R. H. Jones has paid in full all contributions due the Accident Fund on account of said contract and the State Industrial Accident Commission hereby releases your Company from further claim or liability in connection therewith.

Granting that this meets with your approval, I am

Very truly yours

RALPH H. CAMPBELL

Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHC:AB

240a

October 30, 1935

Soule' Steel Company
1750 Army Street
San Francisco, California

Attention: Mr. N. O. Millar

Gentlemen:

Reference is made to your letter of October 24 regarding final payment to R. H. Jones on State Highway Contract No. 1689 covering construction of a bridge over the Tualatin River Overflow in Washington County.

Our records show that final voucher on this job, in the amount of $966.22, was mailed to Mr. Jones on August 28 but it has not been returned for payment.

We have a communication from the surety company on the bond furnished in connection with this job requesting that we make no further payments to Mr. Jones until so advised by them. Therefore, we will withhold payment of the final voucher until we receive instructions from the surety company to release it.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

H. B. G.

Final voucher in amt. $966.22 was mailed to Jones on Aug, 28th. Has not yet been returned.

On Aug, 29th the surety requested that no further payments be made to Jones on this contract until they had advised.

J. MCF.

TELEPHONE
VALENCIA 4141

OCT 26 1935
OREGON

MPANY
UCTS
ICISCO

October 24, 1935

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

On September 3rd you advised us that you anticipated making a payment about September 7th to Mr. R. H. Jones covering his work on the Tualitan River Overflow.

Will you please let us know whether or not this payment has been made to Mr. Jones?

Yours very truly,

SOULE' STEEL COMPANY
By N O Millar
N. O. Millar.

NOM-W

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

LOS ANGELES
PORTLAND
HOUSTON

TELEPHONE
VALENCIA 4141

OCT 26 1935

SOULÉ STEEL COMPANY

IRON AND STEEL PRODUCTS

1750 ARMY STREET, SAN FRANCISCO

October 24, 1935

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

On September 3rd you advised us that you anticipated making a payment about September 7th to Mr. R. H. Jones covering his work on the Tualitan River Overflow.

Will you please let us know whether or not this payment has been made to Mr. Jones?

Yours very truly,

SOULE' STEEL COMPANY
By N O Millar
N. O. Millar.

NOM-W

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

#1689

240a

October 4, 1935

Hon. Earl Snell
Secretary of State
Building

Dear Sir:

This acknowledges receipt of your letter of the 2d instant, enclosing three copies of a notice of claim by the Oregon Portland Cement Company for $196.55 against the bond taken from R. H. Jones, principal, and U. S. Fidelity and Guaranty Company, surety, for work on State Highway Contract No. 1689, being for cement furnished in connection with the construction of a bridge over Tualatin River Overflow on the Tualatin Valley Highway, near Gaston, Ore., and a bridge over Dairy Creek, on the Nehalem Secondary Highway, both in Washington County.

We are forwarding copy of the notice to the contractor, R. H. Jones, and to the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MBL

October 4, 1955

United States Fidelity & Guaranty Company
G. B. Eckles, Agent
Bodell Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a notice of claim that has been filed in the office of the Secretary of State by the Oregon Portland Cement Company against R. H. Jones, highway contractor, it being in the sum of $196.55 for cement furnished R. H. Jones in connection with his contract with the State Highway Commission for the construction of a bridge over Tualatin River Overflow on the Tualatin Valley Highway, near Gaston, Oregon; also the construction of a bridge over Dairy Creek on the Nehalem Secondary Highway, both in Washington County, State Highway Contract No. 1689.

This notice is being sent you inasmuch as you appear as surety on the bond furnished by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MHL

Encl.

cc - R H Jones, Baker, Ore.

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 2, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Oregon Portland Cement Company for $196.55 against the bond taken from R. H. Jones, principal, and U.S.Fidelity & Guaranty Company, surety, for work on state highway contract No. 1689, which has been filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S:FM
encs.3

COPY

COPY

TO STATE OF OREGON and SECRETARY OF STATE and
STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned, Oregon Portland Cement Company, a Nevada Corporation, has a claim for materials furnished, consisting of 181 barrels of cement, in the sum of $515.85, of which $319.30 has been paid, leaving an unpaid balance of $196.55 against the bond taken from R.H. Jones, as principal, and the United States Fidelity & Guaranty Company, as surety, for the construction of a bridge over Tualatin River Overflow on the Tualatin Valley Highway near Gaston, Oregon, U. S.Public Works Project No.NRH 240-A (1935), also the construction of bridge over Dairy Creek on the Nehalem Secondary Highway, three miles north of Forest Grove, Oregon, U. S. Public Works Project No. NRH 245 (1935), both pieces of work in Washington County, Oregon, and covered by State Highway Contract No. 1689.

Dated at Portland, Oregon, this 27th day of September, 1935.

OREGON PORTLAND CEMENT COMPANY

By F. E.McCaslin
Asst. Secretary-Treasurer

Endorsed: File No. 2486
Filed October 2, 1935
EARL SNELL
Secretary of State

24 b a

September 30, 1935

OREGON PORTLAND CEMENT COMPANY
111 S. E. Madison
Portland, Oregon

Attention Mr. F. E. McCaslin, Assistant Secretary

Gentlemen:

This acknowledges receipt of your letter of the 27th inst., advising that Mr. R. H. Jones, highway contractor for the construction of a bridge over Tualatin River Overflow on the Tualatin Valley Highway near Gaston and the construction of a bridge over Dairy Creek on the Nehalem Secondary Highway, 5 miles north of Forest Grove, owes your Company the sum of $196.55 for cement used in connection with these projects.

The contract to which you refer is State Highway Contract No. 1859, in connection with which Mr. Jones was required to furnish the State with a surety bond for the protection of claims incurred against the project. We offer this bond to you for the protection of your claim. It was written by the United States Fidelity & Guaranty Company, for whom G. B. Eckles, 1112 Bedell Building, Portland, is agent. In the event you do not secure satisfaction from Mr. Jones, I would suggest that you file notice of your claim with the agent of the bonding company and also with the Secretary of State, in accordance with the provisions of Chapter 280, Laws of Oregon, 1931.

The State Highway Commission has no regular printed form for the filing of claims. However, the above mentioned statute contains a form which it is suggested you follow in filing your claim with the Secretary of State.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

MBL

OREGON PORTLAND CEMENT CO.

111 S.E. MADISON

PORTLAND, OREGON

September 27, 1935

Oregon State Highway Commission,

Salem, Oregon

Gentlemen:

We are enclosing herewith notice of claim of this Company against R. H. Jones for an amount due for cement furnished on the Tualatin River - Dairy Creek Overflow Bridges in Washington County, Oregon.

Very truly yours,

OREGON PORTLAND CEMENT COMPANY

F. E. McCaslin

Assistant Secretary

F. E. McCaslin
E
Enc.

To STATE OF OREGON and SECRETARY OF STATE and
STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned, Oregon Portland Cement Company, an Oregon corporation, has a claim for materials furnished, consisting of 181 barrels of cement, in the sum of $515.85, of which $319.30 has been paid, leaving an unpaid balance of $196.55 against the bond taken from R. H. Jones, as principal, and United States Fidelity & Guaranty Company, as surety, for the construction of bridge over Tualatin River Overflow on the Tualatin Valley Highway near Gason, Oregon, U. S. Public Works Project No. NRH 240-A (1935), also the construction of bridge over Dairy Creek on the Nehalem Secondary Highway, three miles north of Forrest Grove, Oregon, U. S. Public Works Project No. NRS 245 (1935), both pieces of work in Washington County, Oregon, and covered by State Highway Contract No. 1689.

Dated at Portland, Oregon, this 27th day of September, 1935.

OREGON PORTLAND CEMENT COMPANY

By F. E. McCallin
asst Secretary

2402

September 20, 1935.

Oregon Portland Cement Company
111 S. E. Madison
Portland, Oregon

Attention: F. E. McCaslin,
Asst. Secretary

Gentlemen:

In reply to your inquiry of September 19, you are advised that the bond furnished in connection with the R. H. Jones contract No. 1689, Tualatin River and Dairy Creek Overflow Bridges, in Washington County, was written by the United States Fidelity & Guaranty Company, for whom C. B. Eckles, who has offices in the Bedell Building, Portland, is Resident Agent.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

OREGON PORTLAND CEMENT CO.

111 S E. MADISON

PORTLAND, OREGON

September 19, 1935.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

Will you please advise us of the name of the surety company which wrote the bond for Mr. R. H. Jones on the following described job:

"WASHINGTON COUNTY:

Construction of a bridge over Tualatin River Overflow on the Tualatin Valley Highway near Gaston. U. S. Public Works Project No. NRH 240-A.(1935). Also the construction of a bridge over Dairy Creek on the Nehalem Secondary Highway, three miles north of Forest Grove. U. S. Public Works Project No. NRS 245 (1935). "

Thanking you for this information, we are

Yours very truly,

OREGON PORTLAND CEMENT COMPANY,

F. E. McCaslin

Asst. Secretary.

F.E.McCaslin/tcb.
Engl. Ret. Envelope.

2402a

#1679

September 13, 1935.

Honorable Earl Snell
Secretary of State
B u i l d i n g

Dear Sir:

This acknowledges receipt of your letter of September 12 with attached copies of notice of claim which has been filed by R. C. Reed and L. B. Weeks against the bond taken from R. H. Jones in connection with State Highway Contract No. 1689 which was awarded to Mr. Jones for the construction of the Tualatin River and Dairy Creek bridges.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG:CE

September 13, 1935.

Mr. C. B. Eckles, Agent
United States Fidelity & Guaranty Co.
112 Bedell Building
Portland, Oregon

Dear Sir:

We are attaching a copy of notice of claim which has been filed by R. C. Reed and L. B. Weeks against the bond furnished by R. H. Jones in connection with State Highway contract No. 1689 covering the construction of the Tualatin River and Dairy Creek Bridges in Washington County. This claim amounts to $447.00 and represents labor by Sub-Contract for pile driving.

This information is given you as you appear as surety on the bond involved.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

Encl.
JH:CE

cc - R. H. Jones
2515 Court Street
Baker, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
SEP 13 1935
OREGON

September 12, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by R. C. Reed and L. B. Weeks for $447.00 against the bond taken from R. H. Jones for work on the Tualatin River and Dairy Creek bridges, contract No. 1689, which has been filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
encs.3

Salem Ore
Rout 5 Box 90
Sep 12 1935

c/o The State of Oregon

Notice is hereby given that R. C. Reed and L. B. Weeks, a partnership, have a claim for driving piling for the Tualatin River Overflow and Dairy Creek Bridges in the sum of $447.00 as shown by the attached statement, against the bond taken by R. H. Jones for the work of constructing the Tualatin Overflow and the Dairy Creek Bridges, Oregon State Highway Commission contract #1689.

R. C. Reed and L. B. Weeks
by R. C. Reed
Member of the partnership

* * * * * * * *

STATEMENT OF ACCOUNT.

R. C. Reed and L. B. Weeks, Partners, with R. H. Jones.

Labor by Sub-Contract for pile driving, State Highway, Contract No. 1689, the same being for the construction of the Tualatin River Overflow and Dairy Creek Bridge in Washington County.

Foundation piling	Dairy Creek Bridge	418' 0"	
" "	Tualatin Overflow	919' 6"	
Detour "	" "	610' 0"	
		1947' 6"	
1947 1/2 ft @ 40¢		$779.00	
By payments on account	$210.00		
Labor Frank Doe - 105 3/4 hrs			
	@ 75¢	77.85	
" John Doe 17	@ 50¢	8.50	
" Ed Doe 16	@ 50¢	8.00	
State Accident - Compensation	28.00	332.35	
Balance due		$447.00	

Signed
R. C. Reed
L. B. Weeks
By R. C. Reed
R. C. Reed
212 N. Russell Street, Portland, Oregon.

Statement of hours worked by crew furnished by R. H. Jones, for pile driving, and credited to said Jones in statement hereto attached:

January 1935	22	23	24	25	26	27	28	29	30	31	
Frank Doe	1	8	8	8	8		8	5½	8		54½
John Doe	1			8	8						17
Ed Doe		8	8								16
February 1935	21	22	23	25	26	27	28				
Frank Doe	4 3/4	8	8	8	8½	8	4				49½
Frank Doe	105 3/4 hrs. @ 75¢										$77.85
John Doe	17			50¢							8.50
Ed Doe	16			50¢							8.00

Endorsed: File No. 2485
Filed September 12, 1935
EARL SNELL
Secretary of State

2402

#1679

September 10, 1935.

Honorable Earl Snell
Secretary of State
B u i l d i n g

Dear Sir:

This acknowledges receipt of your letter of September 9, with attached copies of notice of claim which has been filed by State Industrial Accident Commission against the bond taken from R. H. Jones in connection with State Highway Contract 1689 which was awarded to Mr. Jones for bridge construction over the Tualatin River and Dairy Creek.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

September 12, 1935.

Mr. C. B. Eckles, Agent
United States Fidelity & Guaranty Co.
112 Bedell Building
Portland, Oregon

Dear Sir:

We are attaching a copy of notice of claim which has been filed by State Industrial Accident Commission against the bond furnished by R. H. Jones in connection with State Highway Contract #1689 covering bridge construction over the Tualatin River and Dairy Creek. This claim amounts to $409.17 and represents contributions due the Industrial Accident Fund on account of the labor employed in the construction of the two bridges.

This information is given you as you appear as surety on the bond involved.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

CE

cc - R. H. Jones
2515 Court Street
Baker, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

September 9, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by State Industrial Accident Commission for contributions due the Industrial Accident Fund against the bond taken from R. H. Jones, principal, and U S. Fidelity & Guaranty Company, surety, for $409.17 for work on the Tualatin Highway near Gaston, highway contract No. 1689, which has been filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S:l..
enc.. 3

September 6th, 1935.

To - STATE OF OREGON

Earl Snell,
Secretary of State.

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Industrial Accident Fund on account of the labor employed in the construction of two bridges, one on the Tualatin Highway near Gaston, and one over Dairy Creek on the Nehalem Secondary Highway, said work being covered by State Highway Contract No. 1689, in the sum of $409.17 against the bond taken from R. H. Jones as principal and United States Fidelity & Guaranty Company, G. B. Eckles, Manager, Bedell Bldg., Portland, Oregon, as surety, on account of the performance of the herein mentioned Highway Contract No. 1689.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell
Attorney and Assistant Commissioner.

Endorsed: File No. 2482
Filed September 9, 1935
EARL SNELL
SEcretary of State

#1619

2402

STATE INDUSTRIAL ACCIDENT COMMISSION

WORKMEN'S COMPENSATION LAW

SALEM, OREGON

A. R. HUNTER
C. R. HARTWIG
T. MORRIS DUNNE
COMMISSIONERS

FIRM DEPARTMENT
RALPH H. CAMPBELL
ATTORNEY

September 7, 1935.

Oregon State Highway Department
Salem
Oregon

Gentlemen:

Enclosed herewith you will find copy of notice which is today being forwarded to the Secretary of State in compliance with provisions of Section 67-1101.

Very truly yours,

Ralph H. Campbell

RALPH H. CAMPBELL

Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHC:vk
Enc.

STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

FORM 69 10010 10M 2-35

COPY

September 6th, 1935.

To - STATE OF OREGON

Earl Snell,
Secretary of State.

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the Industrial Accident Fund on account of the labor employed in the construction of two bridges, one on the Tualatin Highway near Gaston, and one over Dairy Creek on the Nehalem Secondary Highway, said work being covered by State Highway Contract No. 1689, in the sum of $409.17 against the bond taken from R. H. Jones as principal and United States Fidelity & Guaranty Company, G. B. Eckles, Manager, Bedell Bldg., Portland, Oregon, as surety, on account of the performance of the herein mentioned Highway Contract No. 1689.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell
Attorney and Assistant Commissioner.

242a

September 3, 1935

Soule' Steel Company
1750 Army Street
San Francisco, California

Attention: Mr. N. O. Millar

Gentlemen:

Replying to your inquiry of August 27, concerning the R. H. Jones contract for the construction of the Tualatin River Overflow, wish to state that this job was completed by Mr. Jones on May 30, 1935 and was accepted by the Commission on June 6, 1935. We anticipate making final payment for this work on or after September 7, 1935.

The bond furnished in connection with this project was written by the United States Fidelity and Guaranty Company through their agent, G. B. Eckles, Bedell Building, Portland, Oregon.

Yours very truly,

HEG:MC

Secretary

Aug, 30, 1935

H. B. G.

This contract was completed May 30, 1935 and

was accepted June 6, 1935.

Final payment will be made on or after Sept, 7th.

J. MCF.

TELEPHONE
VALENCIA 4141

MPANY
UCTS
NCISCO

ust 27, 1935

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

We have supplied reinforcement steel to Mr. R. H. Jones in connection with the work which he was doing on the Tualitan River Overflow. Will you kindly advise us the date upon which this work was accepted by your Commission, and also the name of the company who wrote the bond for Mr. Jones on this job?

Very truly yours,

SOULE' STEEL COMPANY

By N.O.Millar
N.O.Millar

NOM-W

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

LOS ANGELES
PORTLAND
HOUSTON

TELEPHONE
VALENCIA 4141

SOULÉ STEEL COMPANY

IRON AND STEEL PRODUCTS

1750 ARMY STREET, SAN FRANCISCO

August 27, 1935

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

We have supplied reinforcement steel to Mr. R. H. Jones in connection with the work which he was doing on the Tualitan River Overflow. Will you kindly advise us the date upon which this work was accepted by your Commission, and also the name of the company who wrote the bond for Mr. Jones on this job?

Very truly yours,

SOULE' STEEL COMPANY
By N.O.Millar
N.O.Millar

NOM-W

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

#1689

340 A

August 8, 1935

United States Fidelity & Guaranty Company,
C. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1689 for the construction of bridges over the Tualatin River Overflow and Dairy Creek Overflowon the Tualatin Valley and Nehalem Secondary Highways in Washington County has been completed by the contractor, A. H. Jones, and that final settlement will be made by the State with said contractor for work done under said contract on or after September 7, 1935.

The State has been advised of a claim of the Carnation Lumber Co., Forest Grove, Oregon, for material furnished, amount not stated. You are advised that the State assumes no responsibility for this claim or for any claims which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished in connection with the contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $5,684.01, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Project No. NRH 240-A (1935), Tualatin River Overflow Bridge, Tualatin Highway, was made by a representative of this office on May 14, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon NRH 240-A (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 3, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Proj. 25224

Form P. R. 2

State Oregon

U.S.Pub.Wks.Hwy. Project No. [redacted] 240-A (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—8518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 9th day of October, 1934, a project statement, which was approved by the Secretary on the 21st day of November, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 5th day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, four hundred three and 30/100

dollars ($4,403.30) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934 (Include date and citation of act of legislature by which authorized) (Public No. 393, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, laws 1917; Chap. 31, laws of 1920; Chap. 248, laws of 1931.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Bridge over the Tualatin River Overflow

Between survey station 326+05 in the SE 1/4 of Sec. 35, T. 1 S., R. 4 W., and survey station 326+65 in the SE 1/4 of Sec. 35, T. 1 S., R. 4 W., W. M.,

, length 0.011 of a mile, in Washington County, being Section A of Oregon U.S.Pub.Wks.Hwy. project No. NRH 240(1955), consisting of no miles of roadway and 1 bridges, each of more than 20 feet clear span, 0.011 of a mile in length, known locally as the Tualatin River Overflow Bridge on the Tualatin Valley Highway, between official control points, Forest Grove and a point on Federal Aid Road north of McMinnville.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112-A

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of four thousand, four hundred three and 30/100 dollars ($4,403.30), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of five thousand, two hundred sixty seven and 30/100 dollars ($5,267.30), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, laws of 1927, Chap. 248, laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 24th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By C. L. Washburn
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

S—5513

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of four thousand, four hundred three and 80/100

Form Pr. 6—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U. S. Pub.Wks.Hwy. NRH 240-A (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 5,267.50 as the total estimated cost of said project, and the sum of $ 4,403.50 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 24th day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4820

January 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of January 16th, we are enclosing six copies of revised estimate for the Tualatin River Overflow Bridge, Project No. NRH 240-A (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. ~~NRH~~ 240-A (1935)

TUALATIN RIVER OVERFLOW BRIDGE ON THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 16, 1935

All Required		Remove Old Pavement		$ 100.00
580	cu. yds.	Excavation	$ 0.60	348.00
900	lin. ft.	Drive Treated Piling	0.40	360.00
6.0	M-FBM	Erect Treated Lumber	25.00	150.00
70	cu. yds.	Class "D" Concrete	19.00	1,330.00
12,000	lbs.	Metal Reinforcement	0.055	660.00
130	lin. ft.	Composite Handrail	3.50	455.00
All Required		Maintenance of Traffic		600.00
			Sub-total	$ 4,003.00
			10% Engr. & Cont.	400.30
			Total	$ 4,403.30

Length 0.011 mile

NRH Funds Requested- - - -

240-A

January 14, 1935

Mr. R. H. Jones,
Baker, Oregon

Dear Sir:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 1683 which was awarded to you on December 20, 1934 for bridge construction over the Tualatin River Overflow and the Dairy Creek Overflow on the Tualatin Valley and Nehalem Secondary Highways.

This copy is sent to you for your records and files.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MC

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

240-A

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith all copies of the project agreement estimates for Oregon U.S.Public Works projects NRH 240-A (1935) and NRS 245-A (1935).

These estimates should be revised to include the non-participating items of treated lumber and piling, as requested by Mr. Davis by telephone.

Very truly yours,

W. H. LYNCH
District Engineer

Encls.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 240-A (1935)

TUALATIN RIVER OVERFLOW BRIDGE ON THE

TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

All Required	Remove Old Pavement		$ 100.00
580 cu. yds.	Excavation	$ 0.60	348.00
900 lin. ft.	Drive Treated Piling	0.40	360.00
6.0 M-FBM	Erect Treated Lumber	25.00	150.00
70 cu. yds.	Class "D" Concrete	19.00	1,330.00
12,000 lbs.	Metal Reinforcement	0.055	660.00
130 lin. ft.	Composite Handrail	3.50	455.00
All Required	Maintenance of Traffic		600.00
	Sub-total		$ 4,003.00
	10% Engr. & Cont.		400.30
	Total		$ 4,403.30

Length 0.011 mile

NRH Funds Requested- $ 4,403.30

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931
State Funds for Maint. Chap. 41, laws 1927; Chap. 248, laws 1931

EXAMINED AND RECOMMENDED FOR APPROVAL

DIST. OFFICE. . . . . (DATE) . . . . . .

REG. HDQTRS. . . . . (DATE) . . . . . .

January 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Tualatin River Bridge, Project No. BRH 249-A (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 240-A (1933)

TUALATIN RIVER OVERFLOW BRIDGE ON THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

All Required	Remove Old Pavement			$ 100.00
580 cu. yds.	Excavation		$ 0.60	348.00
900 lin. ft.	Drive Treated Piling		0.40	360.00
6.0 M-FBM	Erect Treated Lumber		25.00	150.00
70 cu. yds.	Class "D" Concrete		19.00	1,330.00
12,000 lbs.	Metal Reinforcement		0.055	660.00
130 lin. ft.	Composite Handrail		3.50	455.00
All Required	Maintenance of Traffic			600.00
		Sub-total		$ 4,003.00
		10% Engr. & Cont.		400.30
		Total		$ 4,403.30

Length 0.811 mile

NRH Funds Requested- $ 4,403.30

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931
State Funds for Maint. Chap. 41, Laws 1927; Chap. 248, laws 1931

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 20, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRH 240-A (1935), the Tualatin River Overflow Bridge on the Tualatin Highway, to R. H. Jones of Baker, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

December 5, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Tualatin River Overflow Bridge, Project No. NRH 240-A (1935).

Five sets of blueprint plans showing the project layout are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 240-A (1935)

TUALATIN RIVER OVERFLOW BRIDGE ON THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans. Not as basis for project agreement).

Salem, Oregon, December 4, 1934

All Required		Remove Old Pavement		$ 300.00
580	cu. yds.	Excavation	$ 1.00	580.00
900	lin. ft.	Drive Treated Piling	0.50	450.00
6.0	M-FBM	Erect Treated Lumber	35.00	210.00
70	cu. yds.	Class "B" Concrete	22.00	1,540.00
12,000	lbs.	Metal Reinforcement	0.05	600.00
130	lin. ft.	Composite Handrail	5.00	650.00
All Required		Maintenance of Traffic		500.00
		Sub-total		$ 4,830.00
		10% Engr. & Cont.		483.00
		Total		$ 5,313.00

Length 0.011 mile

NRH Funds Requested..... $ 5,313.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

December 5, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The plans, specifications and estimate for Oregon U. S. Public Works project No. NRH 240-A (1935), the Tualatin River Overflow Bridge on the Tualatin Highway, have today been recommended for approval. This is your authority for advertising.

This authority is granted subject to the condition that no contract will be awarded until the revised program dated November 19, 1934, has been approved.

A further condition is that the use of the State furnished materials, consisting of treated lumber and piling, may be questioned. The ultimate use of this material and decision in regard thereto rest with the Chief of Bureau, whose decision in connection therewith shall be final.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

24-A

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

November 24, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 22 submitting plans for the Tualatin River Overflow Bridge, Tualatin Valley Highway, Oregon U.S.Public Works project NRH 240 (1935).

We have reviewed these plans and they meet with our approval. Before approving the project for advertising, in addition to the proposal form and estimate, a title sheet and grading plans showing the alignment in the vicinity of the bridge will be required.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

CONTRACT #1688,

NRS 241 Fremont Jct. Sec., Grad., Surf. & Bit. Mac. 1934

1688

1618

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 6, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of U.S.P.W. Proj. NRM 32-B (1935), North Lakeview Sec., Fremont Hwy., Lake County, was made by a representative of this office on August 29, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. V. Caufield
Highway Engineer

Hyj. 24827

Form P. R. 2

State OREGON

U. S. Public Wks. Hwy. Project No. NRM 32-B (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of Febr., 19 35

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 383, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 22nd day of October, 19 34, a revised project statement, which was approved by the Secretary on the 3rd day of November, 19 34, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 5th day of December, 19 34; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifteen thousand, one hundred eighty three and 78/100

dollars ($ 15,183.78) as the share of the United States payable under said act on account of Section B of said project, which ~~shall not exceed the authorized Federal aid appropriation~~ is 1a the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 16, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00, at the intersection of Main Street and the north side of Bullard Street, and survey station 30+00, on West Street at the north city limits of Lakeview, all within the city of Lakeview,

, length 0.568 of a mile, in Lake County, being Section B of Oregon U.S.Pub.Wks.Hwy. (1935) project No. NRM 32, consisting of 0.568 of a miles of roadway and no bridges, of more than 20 feet clear span, known locally as the North Lakeview section of the Fremont Highway between official control points, Silver Lake and Lakeview.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ...B... of said project shall not in any event exceed the sum of ...fifteen thousand, one hundred eighty three and 78/100... dollars ($15,183.78...), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ... dollars ($...xx...) the approved total estimated cost of Section ...B... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ...the State Treasurer...

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ...Oregon...
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the following limitation upon such payments per mile, for reserve of bridges of more than 20 feet clear span:

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ...Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931...
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 9th day of April, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____

Acting *Chief, Bureau of Public Roads*

8-3518

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. NRM 32-B (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $15,183.78 as the total estimated cost of said project, and the sum of $15,183.78 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 19th day of April one thousand nine hundred and ~~thirty-five~~

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4829

February 26, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are two signed copies of project statement for the North Entrance to Lakeview Section, Project No. NRM 32-B (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRM 32-B (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

February 20, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

January 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the North Lakeview Section, Project No. NRM 32-B (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 32-B (1935)

NORTH LAKEVIEW SECTION OF THE
KLAMATH HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 31, 1934

52' Roadway (Sta. 0+00 to 11+86)

All Required		Clearing and Grubbing		$ 61.58
110	cu. yds.	Trench Excavation	$ 0.90	99.00
1,300	cu. yds.	Excavation, Single Classification	0.22	286.00
0.23	mile	Finishing Roadbed and Slopes	300.00	69.00
200	lin. ft.	24" Conc. Iron Siphon Pipe	3.50	700.00
1	only	Concrete & Brick Manhole	100.00	100.00
2,100	lin. ft.	Concrete Curb	0.60	1,260.00
2,500	cu. yds.	Talus Topping	0.25	625.00
2,600	yd. mi.	Hauling Talus Topping	0.12	312.00
120	cu. yd.	Rock Footpaths	2.50	300.00
10	cu. yd.	Crushed Rock Shoulders	1.60	16.00
300	cu. yd.	Filler	0.30	90.00
900	yd. mi.	Hauling Filler	0.12	108.00
60	M-Gal.	Sprinkling	1.25	75.00
0.23	mile	Preparation of Base	100.00	23.00
900	cu. yds.	Mineral Aggregate in Place	2.70	2,430.00
62	tons	Asphalt in Place	24.00	1,488.00
6	tons	Emulsified or Cut-back Asphalt in Seal Coat	25.00	150.00
			Sub-total	$ 8,192.58
			10% Engr. & Cont.	819.25
			Total	$ 9,011.83
		Length	0.225 mile	
		Cost per mile	$ 40,052.57	

20' Roadway (Sta. 11+86 to 30+00 = 21+05.5)

All Required		Clearing and Grubbing		$ 93.87
90	cu. yds.	Trench Excavation	$ 0.90	81.00
1,500	cu. yds.	Excavation, Single Classification	0.22	330.00

5,200	yd. sta.	Overhaul	$ 0.02	$ 104.00
600	yd. mi.	Truck Haul	0.20	120.00
0.34	mile	Finishing Roadbed and Slopes	300.00	102.00
600	lin. ft.	Rounding Cut-banks	0.10	60.00
170	lin. ft.	18" Corr. Iron Pipe	2.00	340.00
80	lin. ft.	24" Corr. Iron Siphon Pipe	3.50	280.00
2,300	cu. yds.	Talus Topping	0.25	575.00
2,600	yd. mi.	Hauling Talus Topping	0.12	312.00
160	cu. yds.	Rock Footpaths	2.50	400.00
90	cu. yds.	Crushed Rock Shoulders	1.60	144.00
300	cu. yds.	Filler	0.30	90.00
900	yd. mi.	Hauling Filler	0.12	108.00
60	M-Gal.	Sprinkling	1.25	75.00
.34	mile	Preparation of Base	100.00	34.00
500	cu. yds.	Mineral Aggregate in Place	2.70	1,350.00
38	tons	Asphalt in Place	24.00	912.00
4	tons	Emulsified or Cut-back Asphalt in Seal Coat	25.00	100.00
			Sub-total	$ 5,610.87
			10% Engr. & Cont.	561.08
			Total	$ 6,171.95

Length 0.343 mile
Cost per mile $ 17,994.02

NEW Funds Requested:

52' Roadway.	$ 9,011.83
20' Roadway.	6,171.95
	$ 15,183.78

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maint: Chap. 41, Laws 1927

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 20, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 32-B (1935), North Lakeview section of the Fremont Highway, to Dunn & Baker, Klamath Falls, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 5, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project No. NRM 32-B (1935), the North Lakeview section of the Fremont Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Copies of the usual town resolution by the City of Lakeview, covering encroachments, etc., should be obtained as soon as possible.

Very truly yours,

W. H. LYNCH,
District Engineer

Jm

ED

November 30, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the North Lakeview Section, Project No. NRM 32-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 32-B (1935)

NORTH LAKEVIEW SECTION OF THE
KLAMATH HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans. Not as basis for project agreement).

Salem, Oregon, Nov. 17, 1934

52' Roadway (Sta. 0+00 to 11+86)

All Required		Clearing and Grubbing		
110	cu. yds.	Trench Excavation		$ 10.00
1,300	" "	Excavation, Single Classification	$ 1.00	110.00
0.23	mile	Finishing Roadbed & Slopes	0.30	390.00
200	lin. ft.	24" Corr. Iron Siphon Pipe	200.00	46.00
1	only	Concrete & Brick Manhole	3.50	700.00
2,100	lin. ft.	Concrete Curb	100.00	100.00
2,500	cu. yds.	Talus Topping	0.50	1,250.00
2,600	yd. mi.	Hauling Talus Topping	0.30	750.00
120	cu. yds.	Rock Footpaths	0.14	364.00
10	" "	1½" - 3/4" Crushed Rock in Shoulders	1.90	228.00
300	" "	Filler	1.90	19.00
900	yd. mi.	Hauling Filler	0.40	120.00
60	M-Gal.	Sprinkling	0.15	135.00
0.23	mile	Preparation of Base	1.50	90.00
900	cu. yds.	Mineral Aggregate in Place	100.00	23.00
62	Tons	Asphalt in Place	3.00	2,700.00
6	"	Emulsified or Cut-back Asphalt in Seal Coat	27.00	1,674.00
			27.50	165.00
		Sub-total		$ 8,884.00
		10% Engr. & Cont.		888.40
		Total		$ 9,772.40
		Length	0.225 mile	
		Cost per mile	$ 43,432.88	

20' Roadway (Sta. 11+86 to 30+00 = 21+05.5)

All Required		Clearing and Grubbing		
90	cu. yds.	Trench Excavation	$ 1.00	$ 10.00
				90.00

1,500	cu. yds.	Excavation, Single Classification	$ 0.30	$ 450.00
5,200	yd. sta.	Overhaul	0.02	104.00
600	yd. mi.	Trunk Haul	0.15	90.00
0.34	mile	Finishing Roadbed and Slopes	200.00	68.00
600	lin. ft.	Rounding Cut-banks	0.10	60.00
170	" "	18" Corr. Iron Pipe	2.00	340.00
80	" "	24" Corr. Iron Siphon Pipe	3.50	280.00
2,300	cu. yds.	Talus Topping	0.30	690.00
2,600	yd. mi.	Hauling Talus Topping	0.14	364.00
160	cu. yds.	Rock Footpaths	1.90	304.00
90	" "	1½" - ¾" Crushed Rock in Shoulders	1.90	171.00
300	" "	Filler	0.40	120.00
900	yd. mi.	Hauling Filler	0.15	135.00
60	M-Gal.	Sprinkling	1.50	90.00
.34	mile	Preparation of Base	100.00	34.00
500	cu. yds.	Mineral Aggregate in Place	3.00	1,500.00
38	Ton	Asphalt in Place	27.00	1,026.00
4	"	Emulsified or Cut-back Asphalt in Seal Coat	27.50	110.00
			Sub-total	$ 6,036.00
			10% Engr. & Cont.	603.60
			Total	$ 6,639.60

Length 0.343 mile
Cost per mile $ 19,357.43

~~RRM~~ Funds Requested:-

52' Roadway.....	$ 9,772.40
20' Roadway.....	6,639.60
	$16,412.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 6, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of U.S.P.W. Proj. NRS 241-A (1935), Fremont Junction Section, Warner Highway, Lake County, _____, was made by a representative of this office on August 28, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield

L. J. Caufield
Highway Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRS 241-A (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

May 10, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Agr. 24952

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. HRS 241-A (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 22nd day of October, 1934, a project statement, which was approved by the Secretary on the 3rd day of November, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 4th day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eight thousand, nine hundred thirty one and 25/100

dollars ($ 8,931.25) as the share of the United States payable under said act on account of Section A of said project, which [redacted] 1s the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

4

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds appertioned by the act approved June 18, 1934,

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+42 at a junction with the Fremont Highway, in the SE 1/4 of Sec. 21, T. 38 S., R. 20 E., and survey station 44+00 in the N 1/2 of Section 22, T. 38 S., R. 20 E., W.M.,

, length 0.825 of a miles, in Lake County,

being Section A of Oregon U.S.Pub.Wks.Hwy. project No. HRS 241-(1955), consisting of 0.825 of a miles of roadway and no bridges of more than 20 feet clear span, known locally as the Fremont Junction section of the Warner Highway (Federal Aid Route No. 16).

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of eight thousand, nine hundred thirty one and 25/100 dollars ($ 8,931.25), certified to the Secretary of the Treasury as above mentioned, which [redacted] the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agree-

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials, as shall

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 30th day of April, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By E. B. Cleaver
Member, State Highway Commission
(Title of officer)

By Geo. Rossburn
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads

S 3518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Hwy. Project No. ERS 241-A (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $8,931.25 as the total estimated cost of said project, and the sum of $8,931.25 as the share of the United States, payable under said acts on account of such project, which ~~the sum to be paid by the United States as Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 30th day of April one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By R. M. Evinson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4829

241

April 2, 1935

Morrison-Knudsen Co., Inc.
319 Broadway (P. O. Box 1518)
Boise, Idaho

Gentlemen:

We are sending you today by express four copies of Contract No. 1729 which was awarded to you by the State Highway Commission on March 28 for the grading of the Malloy Ranch-Idaho State Line Section of the I-O-N Highway in Malheur County.

Will you kindly execute all four copies of this contract as to agreement and bond and returnthem to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

January 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Fremont Junction Section, Project No. NRS 241 (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

January 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Fremont Junction Section, Project No. NRS 241 (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRS 241 (1935)

PERMIT JUNCTION SECTION OF THE

WARNER HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 29, 1934

All Required		Clearing and Grubbing		$ 225.78
50	cu. yds.	Trench Excavation	$0.90	45.00
9,200	" "	Excavation, Single Classification	0.22	2,024.00
15,000	yd. stas.	Overhaul	0.02	300.00
1,400	yds. mi.	Truck Haul	0.20	280.00
0.83	mile	Finishing Roadbed & Slopes	300.00	249.00
3,000	lin. ft.	Rounding Curb-banks	0.10	300.00
140	" "	18" Corrugated Iron Pipe	2.00	280.00
1,400	cu. yds.	Coarse Materials in Surfacing	1.80	2,520.00
800	" "	Fine " " "	1.90	1,520.00
300	" "	Filler	0.30	90.00
300	yd. mi.	Hauling Filler	0.12	36.00
200	M-Gals.	Sprinkling	1.25	250.00
		Sub-total		$6,119.78
		10% Engr. & Cont.		811.97
		Total		$6,931.75

Length 0.825 mile
Cost per mile $10,826.36

NRS Funds Requested- $6,931.25

State Funds for Constructions: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 248, laws 1931
State Funds for Maintenance: Chapter 41, laws 1927; Chapter 248, laws 1931

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 20, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 241 (1935), Fremont Junction section of the Warner Highway, to Dunn & Baker, Klamath Falls, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 4, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project No. NRS 241 (1935), the Fremont Junction section of the Warner Highway, have today been recommended for approval. This is your authority for advertising, subject to the condition that no award of contract can be made pending approval of the revised NRS program dated November 19, 1934.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

November 30, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Fremont Junction Section, Project No. NRS 241 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/CS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 241 (1935)

FREMONT JUNCTION SECTION OF THE

HARPER HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans. Not as basis for project agreement).

Salem, Oregon, November 17, 1934

All Required		Clearing and Grubbing		$ 50.00
50	cu. yds.	Trench Excavation	$ 1.00	50.00
9,200	" "	Excavation, Single Classification	0.30	2,760.00
15,000	yd. sta.	Overhaul	0.02	300.00
1,400	yd. mi.	Truck Haul	0.15	210.00
0.83	mile	Finishing Roadbed and Slopes	200.00	166.00
3,000	lin. ft.	Rounding Cut-banks	0.10	300.00
140	" "	18" Corr. Iron Pipe	2.00	280.00
1,400	cu. yds.	Coarse Materials in Surfacing	1.60	2,240.00
800	" "	Fine " " "	1.60	1,280.00
300	" "	Filler	0.40	120.00
300	yd. mi.	Hauling Filler	0.15	45.00
200	M-Gal.	Sprinkling	1.50	300.00
		Sub-total		$ 8,101.00
		10% Engr. & Cont.		810.10
		Total		$ 8,911.10

Length 0.825 mile

Cost per mile $ 10,801.33

NRS Funds Requested..... $ 8,911.10

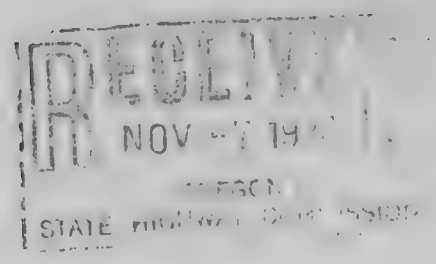
UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

November 5, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon



Dear Sir:-

The Acting Chief of Bureau, on November 3, 1934, approved the project statement for Oregon U.S. Public Works Highway Project No. NRS 241, involving the improvement of 0.83 mile of road known as the Fremont Junction Section of the Warner Highway in Lake County.

Very truly yours,

W. H. LYNCH
District Engineer

October 22, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Fremont Junction Section of the Warner Highway to which has been assigned No. NRS 241 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

by

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. NRS 241 (1935)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
~~NATIONAL RECOVERY HIGHWAY ACT~~
~~FEDERAL AID ROAD ACT~~
~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto~~
Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) October 22, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355)~~ June 16, 1933, entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public works,"

of Agriculture made and published thereunder, does hereby submit by its State Highway Commission

, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Fremont Junction Section, Warner Highway

2. Between control points of official description: (Connection with Fed. Route No. 16 in the (SE.¼ Sec. 21, T. 38 S., R. 20 E. and (a point in NW. ¼ Sec. 22 (T. 39 S., R. 20 E.

3. Between intermediate control points if used: and

County of Lake

4. Length in miles (gross) 0.83 (net) 0.83

5. Preliminary estimate of cost: Total, $10,000; section of road to be first improved, $10,000, of which $ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Sufficient to insure completion: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 248, laws 1930 (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State, from the following
(State or (and) county.)
sources: Current Income: Chapter 41, laws 1927; Chapter 248, laws 1930
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

As Chairman
(Title of officer.)

By

As Commissioner
(Title of officer.)

By

As Commissioner
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—50.2

CONTRACT # 1689,

NRS 245 Dairy Creek Bridge 1934

1689

#1689

November 30, 1935

Soule Steel Company,
1750 Army Street,
San Francisco, Calif.

Contract
No. 1689

Gentlemen:

This acknowledges receipt of your notice dated November 25, 1935, in which you advise the State Highway Commission of your claim in the amount of $377.99 against R. H. Jones, being for material furnished to Mr. Jones in connection with his contract with the State Highway Commission for the construction of the bridges over the Tualatin River Overflow and Dairy Creek Overflow on the Tualatin Valley-Nehalem Highway in Washington County.

Your claim is being noted in the records on this contract, and I am also advising the bonding company that the claim has been filed.

Yours very truly,

Secretary

HBG:D

November 30, 1935

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedel Building,
Portland, Oregon.

Contract
No. 1689

Gentlemen:

I am enclosing for your information a copy of notice of the claim of Scule Steel Company in the sum of $377.99 against R. H. Jones for reinforcing steel furnished Mr. Jones in connection with his contract with the State Highway Commission for the construction of the bridges over the Tualatin River Overflow and Dairy Creek Overflow on the Tualatin Valley-Nehalem Secondary Highway, Washington County.

This notice is given to you inasmuch as you appear as surety on the bond furnished by this company.

Yours very truly,

Secretary

HBG:D
cc-C.A.Tomassene
Wilcox Bldg.,
Portland, Ore.
cc-R.H.Jones,
Baker, Oregon.

LOS ANGELES
PORTLAND
HOUSTON

TELEPHONE
VALENCIA 4141

SOULÉ STEEL COMPANY

IRON AND STEEL PRODUCTS

1750 ARMY STREET, SAN FRANCISCO

November 25, 1935

Secretary of State,
Salem, Oregon.

Secretary, Oregon State Highway Commission,
Salem, Oregon.

Notice is hereby given that the undersigned, Soule' Steel Company, a corporation, has furnished reinforcing steel in the sum of Six Hundred Seventy-seven and 99/100ths ($677.99) Dollars to Mr. R. H. Jones, for use by him in the construction of a bridge over the Tualitan River Overflow in Washington County, Oregon, same being known as Oregon State Highway Contract No. 1689. R. H. Jones has paid against the above mentioned amount the sum of Three Hundred($300.00) Dollars, leaving a balance due and owing to Soule' Steel Company of Three Hundred Seventy-seven and 99/100ths ($377.99) Dollars. Soule' Steel Company hereby files claim against the bond taken from Mr. R. H. Jones and United States Fidelity and Guaranty Company for the amount of Three Hundred Seventy-seven and 99/100ths ($377.99) Dollars.

SOULE' STEEL COMPANY
By N O Millar
Treasurer.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss:

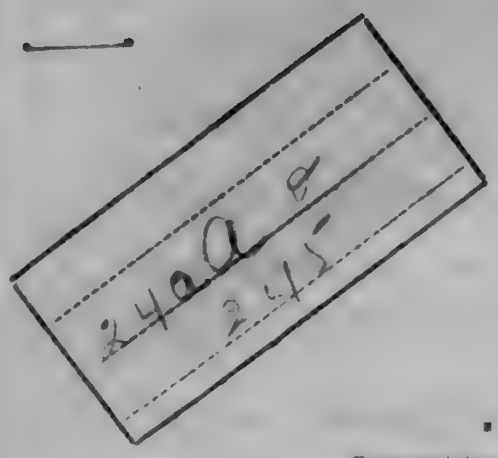
N. O. MILLAR, being first duly sworn, deposes and says:

That SOULE' STEEL COMPANY, which executed the foregoing claim, is a corporation; that affiant is an officer, namely, the treasurer of said corporation, and makes this affidavit for and on behalf of said corporation; that affiant executed the within claim as such treasurer in behalf of said corporation; that affiant has read the foregoing claim and knows the contents thereof and that the same is true of his own knowledge except as to matters which are therein stated on information or belief and, as to those matters, that he believes them to be true.

N O Millar

Subscribed and sworn to before me
this 27 day of November, 1935.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.



#1689

July 16, 1935

Carnation Lumber Company
Forest Grove, Oregon

Attention: Mr. C. D. Dichold

Gentlemen:

Reply is made to your letter of July 12 regarding payments to R. H. Jones in connection with his contract with the State Highway Commission for the construction of bridges over the Tualatin River overflow and the Dairy Creek overflow of the Tualatin Valley and Nehalem Secondary Highways, respectively, in Washington County.

Our records show that we have paid to Mr. Jones to date the sum of $4,717.79 in connection with this project. The last payment in the sum of $1,726.00 was mailed to him on May 10th covering work performed up to April 10th, 1935. Our records also show that there is still owing to Mr. Jones by the State Highway Commission the sum of approximately $800. We are awaiting some information from Mr. Jones to enable us to prepare the final estimate in connection with this job; hence we are unable to state just when said final payment will be made.

Very truly yours,

HBG:OG

Secretary

July 13, 1935

H. B. G.

This is the same old story. Jones has not yet cleaned up the job and he has not sent in certain cement bills etc. so that a final can be prepared. He has no particular address and answers no letters. His last payment was for Est. #4, amt. $1,726.00. Warrant mailed May 10th. No way of telling when final payment of approximately $800.00 will be made. Contract was completed May 30 and was accepted June 6th.

Will you kindly advise us relative to payments made to Mr. R. H. Jones on his contract No. 1689?

He still has an account with us which we are very anxious to collect but he claims he has not received his payments from the State.

Thanking you in advance for the information, we are,

Very truly yours,

CARNATION LUMBER COMPANY

C D Dieuaide

$1,726.01

WALDO RAINES, PRESIDENT

CARNATION LUMBER COMPANY, Inc.

MANUFACTURERS OF

WEST COAST FOREST PRODUCTS

FOREST GROVE, OREGON

July 12, 1935

State Highway Commission
Salem, Oregon

Gentlemen:

Will you kindly advise us relative to payments made to Mr. R. H. Jones on his contract No. 1689?

He still has an account with us which we are very anxious to collect but he claims he has not received his payments from the State.

Thanking you in advance for the information, we are,

Very truly yours,

CARNATION LUMBER COMPANY

C D Dimmick

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRS 245-A (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Fed. 25462

Form P. R. 2

State Oregon

U. S. Public Works Highway

Project No. NRS 245, Section A (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 4th day of December, 1934, a project statement, which was approved by the Secretary on the 8th day of December, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 5th day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two thousand, one hundred thirty-five and 65/100

dollars ($ 2,135.65) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934 (Include date and citation of act of legislature by which authorized) (Public No. 383, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, laws of 1917; Chap. 31, laws of 1920, and Chap. 348, laws of 1931.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Bridge over Dairy Creek Overflow

Between survey station 8+76 in the NW 1/4 of Sec. 18, T. 1 N., R. 3 W., and survey station 9+04.6 in the NW 1/4 of Sec. 18, T. 1 N., R. 3 W., W.M.,

, length 0.005 of a mile, in Washington County, being Section A of Oregon U.S.Pub.Wks.Hwy. (1935), project No. NRS 245, consisting of ~~miles of roadway and~~ one bridge, ~~each~~ of more than 20 feet clear span, 0.005 of a mile in length., known locally as the Dairy Creek Overflow Bridge on the Nehalem Highway.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of two thousand, one hundred thirty-five and 65/100 dollars ($2,135.65), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two thousand, seven hundred ninety-four and 85/100 dollars ($2,794.85), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws of 1927, and Chap. 248, laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of June, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Chas. L. Washburn
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

S-5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Rwy. / Project No. NRS 245-A, (1435), State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 2,794.85 as the total estimated cost of said *project*, and the sum of $ 2,135.65 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 7th day of June one thousand nine hundred and thirty five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8 4829

RECEIVED
JUN 17 1935
REGIONAL HEADQUARTERS

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

No. 8

DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

June 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Project No. NRS 245-A (1935), Dairy Creek Overflow Bridge, Nehalem Highway, _____, was made by a representative of this office on May 14, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

April 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On December 8, 1934, the Acting Chief of Bureau approved the project statement for Oregon U. S. Public Works Project No. NRS 245, involving the construction of the Dairy Creek Overflow Bridge, 0.005 of a mile in length, on the Nehalem Highway in Washington County.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Or

Or 245

January 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith all copies of the project agreement estimates for Oregon U.S.Public Works projects NRH 240-A (1935) and NRS 245-A (1935).

These estimates should be revised to include the non-participating items of treated lumber and piling, as requested by Mr. Davis by telephone.

Very truly yours,

W. H. LYNCH
District Engineer

Encls.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 245 (1935)

DAIRY CREEK OVERFLOW BRIDGE ON

THE NEHALEM HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

420	cu. yds.	Excavation	$ 0.60	$ 252.00
320	cu. yds.	Drive Treated Piling	0.50	160.00
8	M-FBM	Erect Treated Lumber	25.00	200.00
20	cu. yds.	Class "D" Concrete	20.00	400.00
3,800	lbs.	Metal Reinforcement	0.0525	199.50
70	lin. ft.	Composite Handrail	4.00	280.00
All Required		Remove Old Bridge and Maint. Traffic		450.00
			Sub-total	$ 1,941.50
			10% Engr. & Cont.	194.15
			Total	$ 2,135.65

Length 0.005 mile

NRS Funds Requested- $ 2,135.65

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931
State Funds for Maint: Chap. 41, laws 1927; Chap. 248, laws 1931

EXAMINED AND RECOMMENDED FOR APPROVAL

DIST. OFFICE. ..... (DATE) .....

REG. HDQTRS. ..... (DATE) .....

Oregon State Highway Department

U. S. Public Works Project
No. HRS 245 (1935)

DAIRY CREEK OVERFLOW BRIDGE ON

THE NEHALEM HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

420	cu. yds.	Excavation	$ 0.60	$ 252.00
320	cu. yds.	Drive Treated Piling	0.50	160.00
8	M-FBM	Erect Treated Lumber	25.00	200.00
20	cu. yds.	Class "D" Concrete	20.00	400.00
3,800	lbs.	Metal Reinforcement	0.0525	199.50
70	lin. ft.	Composite Handrail	4.00	280.00
All Required		Remove Old Bridge and Maint. Traffic		450.00
			Sub-total	$ 1,941.50
			10% Engr. & Cont.	194.15
			Total	$ 2,135.65

Length 0.005 mile

HRS Funds Requested- $ 2,135.65

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931
State Funds for Maint: Chap. 41, laws 1927; Chap. 248, laws 1931

EXAMINED AND RECOMMENDED FOR APPROVAL

DIST. OFFICE. .....(DATE).....

REG. HDQTRS. .....(DATE).....

Oregon State Highway Department

U. S. Public Works Project
No. BRS 245 (1935)

BAILEY CREEK OVERFLOW BRIDGE ON

THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

420	cu. yds.	Excavation	$ 0.60	$ 252.00
320	lin. yds.	Drive Treated Piling	0.50	160.00
6	M-FBM	Erect Treated Lumber	25.00	200.00
20	cu. yds.	Class "D" Concrete	20.00	400.00
3,800	lbs.	Metal Reinforcement	0.0525	199.50
70	lin. ft.	Composite Handrail	4.00	280.00
All Required		Remove Old Bridge and Maint. Traffic		450.00
		Sub-total		$ 1,941.50
		10% Engr. & Cont.		194.15
		Total		$ 2,135.65

Length 0.005 mile

BRS Funds Requested- $ 2,135.65

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931
State Funds for Maint: Chap. 41, laws 1927; Chap. 248, laws 1931

EXAMINED AND RECOMMENDED FOR APPROVAL

DIST. OFFICE. .... (DATE) .....

REG. HDQTRS. .....(DATE).....

Oregon State Highway Department

U. S. Public Works Project
No. NRS 245 (1935)

DAIRY CREEK OVERFLOW BRIDGE ON

THE NEHALEM HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

420	cu. yds.	Excavation	$ 0.60	$ 252.00
320	cu. yds.	Drive Treated Piling	0.50	160.00
8	M-FBM	Erect Treated Lumber	25.00	200.00
20	cu. yds.	Class "D" Concrete	20.00	400.00
3,800	lbs.	Metal Reinforcement	0.0525	199.50
70	lin. ft.	Composite Handrail	4.00	280.00
All Required		Remove Old Bridge and Maint. Traffic		450.00
		Sub-total		$ 1,941.50
		10% Engr. & Cont.		194.15
		Total		$ 2,135.65

Length 0.005 mile

NRS Funds Requested- $ 2,135.65

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, laws 1927; Chap. 248, Laws 1931

EXAMINED AND RECOMMENDED FOR APPROVAL

DIST. OFFICE. . . . . (DATE) . . . . . .

REG. HDQTRS. . . . . (DATE) . . . . . .

Oregon State Highway Department

U. S. Public Works Project
No. MRS 245 (1935)

DAIRY CREEK OVERFLOW BRIDGE ON

[redacted] HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

420	cu. yds.	Excavation	$ 0.60	$ 252.00
320	cu. yds.	Drive Treated Piling	0.50	160.00
8	M-FBM	Erect Treated Lumber	25.00	200.00
20	cu. yds.	Class "D" Concrete	20.00	400.00
3,800	lbs.	Metal Reinforcement	0.0525	199.50
70	lin. ft.	Composite Handrail	4.00	280.00
All Required		Remove Old Bridge and Maint. Traffic		450.00
			Sub-total	$ 1,941.50
			10% Engr. & Cont.	194.15
			Total	$ 2,135.65

Length 0.005 mile

MRS Funds Requested- $ 2,135.65

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

EXAMINED AND RECOMMENDED FOR APPROVAL

DIST. OFFICE. .....(DATE).....

REG. HDQTRS. .....(DATE).....

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of January 16th, we are enclosing six copies of revised estimate for the Dairy Creek Overflow Bridge, Project No. NRS 245 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 245 (1935)

DAIRY CREEK OVERFLOW BRIDGE ON

THE ROSALIA HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 16, 1935

420	cu. yds.	Excavation	$ 0.60	$ 252.00
320	lin. ft.	Drive Treated Piling	0.50	160.00
8	M-FBM	Erect Treated Lumber	25.00	200.00
20	cu. yds.	Class "D" Concrete	20.00	400.00
3,800	lbs.	Metal Reinforcement	0.0525	199.50
70	lin. ft.	Composite Handrail	4.00	280.00
All Required		Remove Old Bridge and Maint. Traffic		450.00
			Sub-total	$ 1,941.50
			10% Engr. & Cont.	194.15
			Total	$ 2,135.65

Length 0.005 mile

NRS Funds Requested- $ 2,135.65

Non-Participating Items Purchased by State

320	lin. ft.	Treated Piling	$ 0.56	$ 179.20
8	M-FBM	Treated Lumber	60.00	480.00
				$ 659.20

Total Cost of Project $ 2,794.85

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

January 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Dairy Creek Overflow Bridge, Project No. NRS 245 (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [illegible] 245 (1933)

DAIRY CREEK OVERFLOW BRIDGE ON

THE [illegible] HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1933

420	cu. yds.	Excavation	$ 0.60	$ 252.00
320	cu. yds.	Drive Treated Piling	0.50	160.00
8	M-FBM	Erect Treated Lumber	25.00	200.00
20	cu. yds.	Class "D" Concrete	20.00	400.00
3,800	lbs.	Metal Reinforcement	0.0525	199.50
70	lin. ft.	Composite Handrail	4.00	280.00
All Required		Remove Old Bridge and Maint. Traffic		450.00
		Sub-total		$ 1,941.50
		10% Engr. & Cont.		194.15
		Total		$ 2,135.65

Length 0.005 mile

HRS Funds Requested- $ 2,135.65

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931

State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 20, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 245 (1935), Dairy Creek Overflow Bridge on the Nehalem Highway, to R. H. Jones of Baker, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

STATE Oregon

PROJECT NO. BRA 245 (1933)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL RECOVERY HIGHWAY ACT
~~FEDERAL AID ROAD ACT~~
~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto.~~
Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) December 4, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355)~~ June 16, 1933, entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Dairy Creek Overflow Bridge, Nehalem Highway
Situated in the NW ¼, Sec. 18, T. 1 N., R. 3 W.

2. ~~Between control points or official description:~~ ..... and .....

3. Between intermediate control points if used: ..... and .....

County of Washington

4. Length in miles (gross) .005 (net) .005

5. Preliminary estimate of cost: Total, $2,200; section of road to be first improved, $2,200, of which $2,200 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: .....
(Amount.)
Current income sufficient to insure completion; Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 247, laws 1931
(Source; refer to statute.)

(*b*) County .....
(Amount.) (Source; refer to statute.)

2—5072

PROJECT NO.
STATE

7. Funds for maintenance to be provided by State, from the following

(State or (and) county.)

sources: Current Income: Chapter 41, laws 1927: Chapter 248, laws 1930

(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department.)

By

As Chairman

(Title of officer.)

By

As Commissioner

(Title of officer.)

By

As Commissioner

(Title of officer.)

December 5, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Dairy Creek Overflow Bridge on the Nehalem Highway. Number NHS 245 (1935) has been assigned to this project.

Very truly yours,

H. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 245 (1933)

DAIRY CREEK OVERFLOW BRIDGE ON

THE SALEM HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1934

420	cu. yds.	Excavation	$ 1.00	$ 420.00
320	cu. yds.	Drive Treated Piling	0.75	240.00
8	M-FBM	Creet Treated Lumber	35.00	280.00
20	cu. yds.	Class "D" Concrete	22.00	440.00
3,800	lbs.	Metal Reinforcement	0.05	190.00
70	lin. ft.	Composite Handrail	3.00	210.00
All Required		Remove Old Bridge and Maint. Traffic		200.00
		Sub-total		$ 1,980.00
		10% Engr. & Cont.		198.00
		Total		$ 2,178.00

Length 0.005 mile

NRS Funds Requested.....$ 2,178.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 5, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The project statement and plans, specifications and estimate for Oregon U. S. Public Works project No. NRS 245 (1935), the Dairy Creek Overflow Bridge on the Nehalem Highway, have today been recommended for approval. This is your authority for advertising.

This authority is granted subject to the condition that no contract will be awarded until the revised program dated November 19, 1934, has been approved, and in any event, not until the project statement has been approved.

A further condition is that the use of the State furnished materials, consisting of treated lumber and piling, may be questioned. The ultimate use of this material and decision in regard thereto rest with the Chief of Bureau, whose decision in connection therewith shall be final.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Jim

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

N 1[illegible] 24 F

POST OFFICE BUILDING
PORTLAND, OREGON

November 6, 1934

RECEIVED
NOV 7 1934

Mr. R.H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are in receipt of plans for Dairy Creek Overflow Bridge on the Nehalem Secondary Highway. There are no other marks of identification on the plans. Neither is the bridge shown on the secondary program. Will you please advise the Federal Aid number and location of this structure?

In this connection, plans received covering bridges seldom show the Federal Aid project number, which causes considerable inconvenience and some delays. We will appreciate it very much if this information is shown on plans submitted to this office.

Very truly yours,

W. H. LYNCH
District Engineer

CONTRACT #1690,

NRM 222-B
1690

3rd St.-15th St., Corvallis, Paving

1934

1-2-16

June 23, 1936

Jacobsen-Jensen Co.
517 N. E. Stanton St.
Portland, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of June 21, 1935 for an extension of time in which to complete your contract for paving and resurfacing 3d Street-15th Street Unit of the Corvallis Section of the Corvallis-Newport Highway, Benton County. The following is an excerpt from the minutes of the Commission meeting of that date covering the matter:

"Jacobsen-Jensen Company, Contract No. 1690, for paving and resurfacing 3d Street-15th Street Unit of the Corvallis Section of the Corvallis-Newport Highway, Benton County, requested an extension of time from June 30, 1935 to July 31, 1935, in which to complete this project, giving as the reason for their request the rejection by the Engineer of certain crushed materials which they had planned to use in the work. The Engineer stated that there is no reason why this job could not have been finished in the allotted time had the contractor put forth a little extra effort; however, the contractor took this job in routine with several other jobs and it was more convenient for them to do the work as it has been done than to comply strictly with the special provisions of the contract covering the time limit feature. He further advised that neither the State nor the public has been materially inconvenienced by the delay, nor has the State incurred any great amount of extra engineering expense for supervision; wherefore, he recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation unanimously."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

22213

#1690

September 20, 1935.

Great American Indemnity Company
Harvey Wells Insurance Agency, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1690 for the construction of the Third Street-Fifteenth Street Unit Section of the Corvallis-Newport Highway in Benton County has been completed by the contractors, Jacobsen-Jensen Company, 517 N. E. Stanton Street, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or about September 30, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $13,615.73, including the final payment. Of this amount $710.70 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

July 31, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRM 222-B (1935), 3rd St.-15th St. Unit, Corvallis Sec., Corvallis-Newport Hwy. was made by a representative of this office on July 13, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Form 338—5M—2-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 1935, *193*

Section 3rd street to 15th street Corvallis — *Kind of work* Paving

Highway Corvallis- Newport — *Section prefix* SPH

Contractor Jacobsen and Jensen — *Contract number* 1690

Date of contract December 28, 1934, *193* — *Date of completion* June 30, 1935, *193*

Date work started May 13, 1935, *193* — *Estimated date of completion* Completed July 13, *193*

Amount of contract . . . . . $ 11902.50 — *Per cent of time elapsed* 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 12700.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 1250.00, ... % — *Date project was completed* ....., *193*

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed paving on Thursday and did clean up work Friday all day and Saturday AM. Thursday PM and Friday broomed off excessive sand and picked it upout of the gutters.

Party worked up monthly estimate Saturday.

Plant inspectors, Waln and Kennon left Thursday PM.

Mr Stoddart of Bureau Public Roads here Saturday AM.

Signed [signature]

Address Corvallis, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				Asphaltic Concrete	Portland Cement Concrete.
Miles partially completed					
Miles completed					
Total estimated quantities				950	1750
Estimated quantities moved or placed to date				1113.4	1821.7
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				2	
Hours per shift				5	
Average force on project for week				45	

Percentages of men employed on contract to be secured from:

..... County, ... %; ..... County, ... %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Benton COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	27						33
Men and strikeoff Mach	2					6	2
Men and teams							
Men and trucks under 3 tons	4						4
Men and trucks over 3 tons	2						2
Men and roller	2						2
Mixer operators	2						2

Equipment used during week: Shovels ....., Power graders ..... Rollers 2, Mixers 2, Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRM 222-B (1935)

POST OFFICE BUILDING
PORTLAND, OREG.

June 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~[illegible]~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Ref. 25269

Form P. R. 2

State .....

Project No. Oregon

U. S. Pub. Wks. Hwy. NRM 222-B (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1935

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 383, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 13th day of November, 1935 a project statement, which was approved by the Secretary on the 11th day of December, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 4th day of December, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirteen thousand, ninety two and 75/100

dollars ($13,092.75) as the share of the United States payable under said act on account of Section B of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+59 on A Street at the intersection of the West Side Pacific Highway (Federal Aid Route No. 9) on 3rd Street, and survey station 28+66.6 at the intersection of 15th Street and Western Avenue at the east end of Section A of said project, all in the town of Corvallis,

, length 0.513 of a mile, in Benton County, being Section B of Oregon U.S.Pub. Wks. Hwy. project No. RRM 222(1935), consisting of 0.513 of a mile of roadway and no bridges, of more than 20 feet clear span, known locally as the 3rd Street-15th Street Unit of the Corvallis-Newport Highway, in the town of Corvallis.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5512

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirteen thousand, ninety two and 75/100 dollars ($13,092.75), certified to the Secretary of the Treasury as above mentioned, which [illegible] is the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23rd day of May, 1935.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By .....

Member, State Highway Commission
(Title of officer)

By .....

Member, State Highway Commission
(Title of officer)

By .....

.....
(Title of officer)

By .....

.....
(Title of officer)

SECRETARY OF AGRICULTURE,

By .....

Acting Chief, Bureau of Public Roads.

S. 5513

Form Pr. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks.Emy. NRM 222-B (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $3,092.75 as the total estimated cost of said project, and the sum of $3,092.75 as the share of the United States, payable under said acts on account of such project, which is the Federal ~~pro rata share~~ 1a of said total estimated cost.

Done at the city of Washington, this 23d day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 — 4639

RECEIVED
JUN 3 - 1935

March 16, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the 3rd Street-15th Street Section in Corvallis, Project No. NRM 222-B (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department — U. S. Public Works Project No. NRM 222-B (1935)

3RD ST.-15TH ST. SECTION IN CORVALLIS

ON THE CORVALLIS-NEWPORT HIGHWAY IN BENTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon January 4, 1935

PORTLAND CEMENT CONCRETE PAVEMENT

32' Roadway. (Sta. 0+39 to 2+58.1) (Sta. 3+71.6 to 5+51.7) (Sta. 5+90.7 to 6+27.7)

20	cu. yds.	Trench Excavation	$ 0.75	$ 15.00
790	cu. yds.	Excavation, Single Classif.	0.25	197.50
790	yd. mi.	Truck Haul	0.12	94.80
250	sq. yds.	Removal of Pavement	0.30	75.00
250	lin. ft.	Removal of Curbs	0.05	12.50
70	lin. ft.	6" Drain Pipe	0.50	35.00
2	only	Concrete Catch Basins	12.00	24.00
700	lin. ft.	Concrete Curb and Gutter	1.00	700.00
200	lin. ft.	15" Concrete Curb	0.30	60.00
1,750	sq. yds.	Portland Cement Concrete Pavement	2.04	3,570.00
450	lin. ft.	½" Expansion Joints	0.20	90.00
150	lin. ft.	¾" Expansion Joints	0.15	22.50
850	lin. ft.	Contraction Joints	0.04	34.00
800	only	Dowels	0.20	160.00
1,300	lbs.	Tie Bars and Reinforcement	0.05	65.00
100	cu. yds.	Lower Course Cushion	1.75	175.00
50	cu. yds.	Top Course Cushion	2.00	100.00
			Sub-total	$ 5,430.30
			10% Engr. & Cont.	543.03
			Total	$ 5,973.33

Length .090 mile
Cost per mile $ 66,370.33

ASPHALTIC CONCRETE PAVEMENT

32' Roadway. (Sta. 6+27.7 to 12+20)

10	cu. yds.	Trench Excavation	$ 0.75	$ 7.50
10	cu. yds.	Excavation, Single Classif.	0.25	2.50
10	yd. mi.	Truck Haul	0.12	1.20
50	lin. ft.	Removal of Curbs	0.05	2.50
20	lin. ft.	6" Drain Tile	0.50	10.00
1	emly	Concrete Catch Basin	12.00	12.00
80	lin. ft.	15" Concrete Curb	0.30	24.00
160	Tons	Class "B" Asphaltic Concrete	6.75	1,080.00
130	Tons	Cut-back Asphalt Wearing Surface	6.75	877.50
		Sub-total		$ 2,017.20
		10% Engr. & Cont.		201.72
		Total		$ 2,218.92

Length 0.112 mile
Cost per mile $ 19,811.78

30' Roadway. (Sta. 12+20 to 28+66.3)

370	Tons	Class "B" Asphaltic Concrete	$ 6.75	$ 2,497.50
290	Tons	Cut-back Asphalt Wearing Surface	6.75	1,957.50
		Sub-total		$ 4,455.00
		10% Engr. & Cont.		445.50
		Total		$ 4,900.50

Length 0.311 mile
Cost per mile $ 15,757.23

Mileage Requested

Concrete Pavement

30' Roadway	$ 5,973.33

Bituminous Pavement

32' Roadway	$ 2,218.92
30' Roadway	4,900.50
	$13,092.75

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1921.
State Funds for Maint: Chap. 41, Laws 1917; Chap. 88, Laws 1921.

222B

January 2, 1935

Mr. Oscar Cutler
O F F I C E

Dear Sir:

I am returning to you, herewith, five copies of the maintenance agreement with the City of Corvallis providing for the maintenance of the Third Street-Fifteenth Street Section of the Corvallis-Newport Highway in Corvallis. I have retained one copy of this agreement pending the writing up of the minutes.

Yours very truly,

HBG:MC
encl.

Secretary

Mr. Glaisyer:

Herewith maintenance agreement from City of Corvallis for project NRM 222-B on "A" St and Western Ave.

This is OK. for execution of the Highway Commission

Curtis

222B

December 27, 1934

Jacobsen-Jensen Co.
517 N. E. Stanton St.
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 1690 which was awarded to you by the State Highway Commission on December 26 for the paving of Third Street-15th Street Unit of the Corvallis Section of the Corvallis-Newport Highway in Benton County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract and on the page marked "Special Provisions" relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

FORM S-A-1 10874 7500 7 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

222-B

December 26, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Jacobsen-Jensen Company
517 N. E. Stanton Street
Portland, Oregon

Gentlemen:

This letter will confirm my wire to you of this date advising you that the State Highway Commission today awarded you the contracts for the construction of the following projects:

Paving and resurfacing Third Street-Fifteenth Street Unit of the Corvallis Section of the Corvallis-Newport Highway in Benton County.

Pavement resurfacing on the North Medford Section of the Pacific Highway in Jackson County.

Pavement resurfacing on the Evelyn Avenue-"L" Street Unit of the Grants Pass Section of the Pacific Highway in Josephine County.

The Commission based the awards on your bids submitted for these projects on December 20, which bids were the low ones received at that time for the respective jobs.

You may consider this letter as your authority to proceed with construction operations immediately. Contract forms follow shortly for your acceptance and execution.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:AC

222 B

December 27, 1934

Jacobsen-Jensen Company
517 N. E. Stanton Street
Portland, Oregon

Gentlemen:

For use in connection with the Third Street-Fifteenth Street Unit of the Corvallis Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Corvallis, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. B. O. Johnson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

December 26, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works project NRM 222-B (1935), the Third Street-Fifteenth Street Unit of the Corvallis Section of the Corvallis-Newport Highway, to Jacobsen-Jensen Co., Portland, Oregon, who submitted the low bid, upon which project award of contract was withheld pending adjustment of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 4, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project No. NRM 222-B (1935), the 3rd St.-15th St. unit, Corvallis section of the Corvallis-Newport Highway, have today been recommended for approval. This is your authority for advertising, subject to the condition that no award of contract can be made pending approval of the revised NRM program dated November 19, 1934.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Copies of the usual town resolution by the City of Corvallis should be obtained as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

Jun

December 1, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the 3rd St.-15th St. Section in Corvallis, Project No. ~~NEM~~ 222-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 222-B (1975)

3RD ST.-15TH ST. SECTION IN CORVALLIS

ON THE CORVALLIS-NEWPORT HIGHWAY IN BENTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, December 1, 1934

PORTLAND CEMENT CONCRETE PAVEMENT

32' Roadway, (Sta. 0+39 to 2+53.1)(Sta. 3+33.7 to 5+53.7)
(Sta. 5+90.7 to 6+27.7)

20	cu. yds.	Trench Excavation	$ 1.00	$ 20.00
790	cu. yds.	Excavation, Single Classification	0.70	553.00
790	yd. mi.	Truck Haul	0.25	197.50
250	sq. yds.	Removal of Pavement	0.40	100.00
250	lin. ft.	Removal of Curbs	0.10	25.00
70	lin. ft.	6" Drain Pipe	0.70	49.00
2	only	Concrete Catch Basins	25.00	50.00
700	lin. ft.	Concrete Curb and Gutter	1.25	875.00
200	lin. ft.	15" Concrete Curb	0.60	120.00
1,750	sq. yds.	Portland Cement Concrete Pavement	2.25	3,937.50
450	lin. ft.	¾" Expansion Joints	0.20	90.00
150	lin. ft.	½" Expansion Joints	0.15	22.50
850	lin. ft.	Contraction Joints	0.06	51.00
800	only	Dowels	0.20	160.00
1,300	lbs.	Tie Bars and Reinforcement	0.06	78.00
100	cu. yds.	Lower Course Cushion	1.50	150.00
50	cu. yds.	Top Course Cushion	1.50	75.00
		Sub-total		$ 6,553.50
		10% Engr. & Cont.		655.35
		Total		$ 7,208.85

Length .090 mile
Cost per mile $ 80,098.33

ASPHALTIC CONCRETE PAVEMENT

32' Roadway (Sta. 6+27.7 to 12+20)

10	cu. yds.	Trench Excavation	$ 1.00	$ 10.00
10	cu. yds.	Excavation, Single Classification	0.70	7.00
10	yd. mi.	Truck Haul	0.25	2.50
50	lin. ft.	Removal of Curbs	0.10	5.00
20	lin. ft.	6" Drain Tile	0.70	14.00

1	only	Concrete Catch Basin	$ 25.00	$ 25.00
80	lin. ft.	15" Concrete Curb	0.60	48.00
160	Tons	Class "B" Asphaltic Concrete	8.00	1,280.00
130	Tons	Cut-back Asphalt Wearing Surface	8.00	1,040.00
		Sub-total		$ 2,431.50
		10% Engr. & Cont.		243.15
		Total		$ 2,674.65
		Length	0.112 mile	
		Cost per mile	$ 23,880.80	

30' Roadway (Sta. 12+20 to 28+66.8)

370	Tons	Class "B" Asphaltic Concrete	$ 8.00	$ 2,960.00
290	Tons	Cut-back Asphalt Wearing Surface	8.00	2,320.00
		Sub-total		$ 5,280.00
		10% Engr. & Cont.		528.00
		Total		$ 5,808.00
		Length	0.311 mile	
		Cost per mile	$ 18,675.24	

MFM Funds Requested:

Concrete Pavement	
32' Roadway	$ 7,208.85
Bituminous Pavement	
32' Roadway	2,674.65
30' Roadway	5,808.00
	$ 15,691.50

CONTRACT#1691,

PR 157-A North Medford Section

1691 1935

Form 888—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

15 1A

Section North Medford, — **For Week Ending** Mar. 30, 1935, 193

Highway Pacific — **Kind of work** raving

Contractor Jacobsen and Jensen — **Section prefix** 15 P K

Date of contract Dec. 26, 1934, 193 — **Contract number** 1691

Date work started March 7, 1935, 193 — **Date of completion** June 30, 1935, 193

Amount of contract . . . . . $ 18312.50 — **Estimated date of completion** May 30, 1935, 193

Per cent of time elapsed 52 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 18500.00

Per cent of contract completed, based on total contract price . . . . . 20 %

Engineering costs to date, $ 350, 1.9 % — **Date project was completed** , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Engr. party spent one day this week referencing out the monuments in order to replace same accurately when moved.

" B " mix completed from sta. 4 to 21 with top wearing course on the same stations. It appears we are getting a smooth riding surface considering the roughness of the former there being some long rolls it is impossible to get out with the money at hand.

Burning of high and fat places should be completed by April 4th. Very good weather was had for the laying this week - it is unfortunate that we could not work Friday and Saturday of this week the weather being very good. No asphalt being the reason for this delay.

Mr. E.A.Collier , over project this week- ~~xxxxxxxxx~~ cautioned to be careful of fat places.

Signed V.L. Goodlight

Address Box 577 - Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.4
Miles partially completed					.32
Miles completed					.3
Total estimated quantities					30000
Estimated quantities moved or placed to date					6400
Average daily quantities					1200
Average daily quantities necessary to complete project on time					250
Number shifts per day					2
Hours per shift					5
Average force on project for week				per shift	36

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Jackson COUNTY	Milton COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	64	4				4	
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers .....Hot Stuff Paving plant. . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cool		
Monday	cool		
Tuesday	cool		
Wednesday	warm		
Thursday	warm		
Friday	warm	all day	no oil
Saturday	warm	" "	" "

157A

January 2, 1935

Mr. Oscar Cutler
O F F I C E

Dear Sir:

I am returning to you, herewith, five copies of the agreement with the City of Medford providing for the maintenance of the North Medford Section of the Pacific Highway. These have been signed by the Commission.

I have retained one copy of the agreement pending the writing up of the minutes.

Yours very truly,

Secretary

HBG:MC
encl.

...LE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

December 17, 1934

IN REPLY PLEASE
REFER TO FILE NO

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
O f f i c e

Dear Sir:

Herewith memorandum of agreement between the City of Portland and the State Highway Commission covering S. E. 82nd Avenue. This is for the signature of the Commission and Mr. Devers.

Also, maintenance agreement between the City of Medford and the State Highway Commission covering the proposed improvements in North Medford on the project advertised for December 20th.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

15MA

December 27, 1934

Jacobsen-Jensen Company
517 N. E. Stanton Street
Portland, Oregon

Gentlemen:

For use in connection with the North Medford Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, City Hall, Medford, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their co-operation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier
Mr. V. L. Goodnight

CONTRACT #1691,

NRA. 157-C North Medford Sec., Pacific Hwy. 1935

1691

FORM S-A-1 33659 2M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

157(1)

OREGON STATE HIGHWAY COMMISSION

SALEM

Oct. 7, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. W. NASH

Dear Sir:

Your letter of Oct. 1st, received in which you request additional statement concerning variations in the amounts of class "B" asphaltic concrete and cutback wearing surface used on the four sections of the North Medford paving project.

1. You asked why class "B" was used on the 47 foot and 36 foot roadway although plans called for cutback surface only.

On page 20 of the special provisions in the next to the last paragraph you will find under "Building Up Low Areas"- "Preparatory to the placing of cutback asphalt wearing surface on the portion of the project on which no leveling course is to be placed, all areas of existing pavement that are more than one-half inch below the general contour of the pavement shall be built-up to that contour with a course of Class "B" asphaltic concrete".

2. Mr. Goodnight reports his final estimate is in error as to segregation of quantities between the various sections. He states, as you know, there are two sets of stationing running from 7 up to 29 and in splitting the project into the four units, as requested by your office after completion of the job, errors were made in segregating the material out of the material receipt books.

I am sending herewith his new segregation based on Daily Reports. The material receipt books numbered 1 to 7 are in the Salem office. I am also inclosing herewith a statement showing the amounts estimated on the different sections by me October 15, 1934, with the amount shown on Goodnight's semi final estimate of April 30th, 1935, and the amounts as revised by him October 7th.

The only revised final quantity for any section varying for more than 10% from the preliminary estimate is cutback wearing surface on the 36 foot roadway. This is on the south end of the project and very little class "B" was used on it. However variations of less than one half inch required more than the 10% allowance and 278 tons were placed instead of the preliminary estimate of 240 tons.

Very truly yours,

F. A. COLLIER, Division Engr.

cc. R. H. Baldock
EAC:AWF

Oct. 7, 1955

NORTH MEDFORD PAVING
Class "B" Asphaltic Concrete

Section	Net tons Computed	+ Allowance	Oct. 13, '54. -Preliminary Est.	Apr. 30, '55. Semi Final Estimate.	Oct. 7, '55 Revised Final
58' Roadway	320	0	320	172	344.2
56' Roadway	820	0	820	872	745.8
47' Roadway		200	200	257	211.
36' Roadway		60	60	64	64
	Cutback Wearing Surface				
40' Roadway	267	13	280	286.5	274
36' Roadway	683	37	720	684	700
47(Roadway	228	32	260	241	243.5
36' Roadway	222	28	240	284	278.

Oct. 7, '35

North Medford Paving.

SEGREGATION BETWEEN SECTIONS BASED ON DAILY REPORTS.

		40' Roadway		56' Roadway		47' Roadway		56' Roadway	
Date	"A"	Class "B"	C.B.W.S.	Class "B"	C.B.W.S.	Class "B"	C.B.W.S.	Class "B"	C.B.W.S.
3-19	(39)			57.5					
3-22	(39)								
3-25				87					
3-26		23.7		137.8					
3-27		16		8	105				
3-28			52		154.5				
3-31		6.5		200.5					
4-1		6		222.					
4-2					192				
4-4		131				19			
4-5		157				21			
4-6					205				
4-9			113.5		15.5		20		
4-10			108.5		28		19.5		
4-11				10		129		46 15	
4-12						42	162		
4-13				18			42		
4-17		4		5					144
4-18								3	134
TOTALS	39	34.42	274	745.8	700	211	243.5	64	278

TOTALS.

"A" 39. tons
"B" 1365
C.BWS.1485.5

Prepared by V.L. Goodnight Oct. 7, 1935.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRM 157-C (1935), North Medford Sec., Pacific Highway, Jackson County, was made by a representative of this office on May 15, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

#1691

HRM
157a.c

Adm.
Illumination
Installations

May 21, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1691 for the construction of the North Medford Section of the Pacific Highway in Jackson County has been completed by the contractors, Jacobsen-Jensen Company and that final settlement will be made by the State with said contractors for work done under said contract on or after May 31, 1935.

The State has not been advised of any claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $19,093.89 including the final payment. Of this amount $972.01 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Hyp 25415

Form P. R. 2

State Oregon

U. S. Pub.Wks.Hwy. Project No. [redacted] 157-C (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1935

by and between the Oregon State Highway Comission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 31st day

of August, 1934, a project statement, which was approved by the

Secretary on the 27th day of September, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 3rd day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixteen thousand, seven hundred six and 25/100

dollars ($ 16,706.25) as the share of the United States payable under said act on account of Section C of said project, which ~~does not exceed the authorized Federal participation~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between : survey station 4+05 on Riverside Avenue North near the north corporate limits of the city of Medford, the south end of project E-131-D, and survey station 58+44.8, on Riverside Avenue at the north line of 6th Street, the north end of Section A of said project,

, length 0.292 of a mile, in Jackson County, being Section C of Oregon U.S.Pub.Wks.Hwy. project No. NRM 167(1935), consisting of 0.292 miles of roadway and no bridges, ~~such~~ of more than 20 feet clear span, ~~extending in length~~. known locally as Riverside Avenue in the City of Medford an official control point on Federal Aid Route No. 5.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ....C.... of said project shall not in any event exceed the sum of ..sixteen thousand, seven hundred six and 25/100.....

dollars ($....C.....), certified to the Secretary of the Treasury as above mentioned, which [redacted] of .....

.....

[redacted]$....is.....xx), the approved total estimated cost of Section C..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ..the State Treasurer.....

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon.....

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, laws of 1927, Chap. 88, laws of 1931.

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

FEGt

7

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of June, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Geo. Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

S—5513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. NRM 157-C (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 16,706.25 as the total estimated cost of said project, and the sum of $16,706.25 as the share of the United States, payable under said acts on account of such project, which ~~pro rata share~~ 1a of said total estimated cost.

Done at the city of Washington, this 7th day of June one thousand nine hundred and thirty-five.

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 S 4639

Great Western
Construction Co.
Jackson County

157a

#1691

May 4, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Jacobsen-Jensen Company on Contract No. 1691 for the construction of the North Medford Section of the Pacific Highway in Jackson County. This payment will be made on or after May 14th, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

FORM S-A-1 16018 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 30, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

-OVERRUNS ON NORTH MEDFORD PAVING FINAL-

Dear Sir:

On this project we estimated 50 tons of base would be required at the north city limits. A hollow condition under the pavement near station 53 developed during the construction and it was necessary to use 6 tons of base to repair this, which accounts for the overrun of base.

The total tonnage estimated for this job was 3950 tons and the total placed was 3899.5 tons. I wish to call your attention to this very close following of the plans. This was secured by Mr. Goodnight by carefully estimating each block and checking on the quantity placed to the end that a good consistent job was secured with the quantities estimated.

The total authorization for the job was $21,103.75 and the Estimated Corrected To Date is $20,254.17.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. V. L. Goodnight

EAC:AWF

Form 338—5M—8-34 NL 4 157.0.2

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 19, 1935, 193...

Section North Medford — Kind of work Paving

Highway Pacific — Section prefix 15 P R

Contractor Jacobsen and Jensen — Contract number 1691

Date of contract Dec. 26, 1934, 193... — Date of completion June 30, 1935, 193...

Date work started March 7, 1935, 193... — ~~date~~ date of completion April 18, 1935, 193...

Amount of contract . . . . . $ 18312.50 — Per cent of time elapsed 67 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 18500.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 810., 4.5 % — Date project was completed April 18, 1935, 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project has been completed - the weather has been cold and wet generally - never the less it appears that result is above average considering the shape and contour of the street before and after paving.

The special mix (1 and 2 bin) at ends of project do not appear ~~unsightly~~ as unsightly as might be expected.

The contractor will complete work for the City of Medford April 19, and start move to Grants Pass with part of his equipment - part being rented to Mountain States Construction Co. for their Gold Hill job.

It is anticipated a start will be made in Grants Pass April 29 or 30.

Contractor has been instructed to clean all ~~debris~~ debris from street gutters ,parking strips and any sweepings occassioned by his operations along street, together with dispostion of all forms and blocking. This work is nearing completion this date.

On instructions from Mr. N.N.Finkbiner's office, I will transfer Mr.Adlard and Duber to Mr. P.D.Whitmore at Gold Hill, for duration of the project. (about one week.) Also plan to loan Mr. Geo.Miller to this project.

Signed P.L.Goodnight

Address P.L.Goodnight
Box 677, Medford, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.4
Miles partially completed					1.4
Miles completed					1.4
Total estimated quantities					30000
Estimated quantities moved or placed to date					30000
Average daily quantities					2600
Average daily quantities necessary to complete project on time					-----
Number shifts per day					2
Hours per shift					5
Average force on project for week				per shift	37

Percentages of men employed on contract to be secured from:

Jackson County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Jackson COUNTY	Multnomah COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	55	4				4	63
Men and teams							
Men and trucks under 3 tons	8						8
Men and trucks over 3 tons	2						2
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers 2, Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers Hot stuff plant - power operated strike-off machine.

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Cloudy and cold		No work
Wednesday	Fair and warm		Frost at night , worked this date
Thursday	"	" "	" " " " " " completed.
Friday	"	" "	
Saturday			

March 16, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the North Medford Section, Project No. NRM 157-C (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NEM 157-C (1933)

NORTH MEDFORD SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, January 4, 1933

40' Roadway (Sta. 4+77 to 7+00)(Sta. 45+59 to 56+44.8 = 7+26)

40	Tons	Class "A" Asphaltic Concrete	$ 6.25	$ 187.50
410	Tons	Class "B" Asphaltic Concrete	6.25	2,562.50
290	Tons	Cut-back Asphalt Wearing Surface	6.25	1,812.50
		Sub-total		$ 4,562.50
		10% Engr. & Cont.		456.25
		Total		$ 5,018.75
		Length	0.261 mile	
		Cost per mile	$ 19,228.92	

36' Roadway (Sta. 7+00 to 45+59)

990	Tons	Class "B" Asphaltic Concrete	$ 6.25	$ 6,187.50
710	Tons	Cut-back Asphalt Wearing Surface	6.25	4,437.50
		Sub-total		$ 10,625.00
		10% Engr. & Cont.		1,062.50
		Total		$ 11,687.50
		Length	0.731 mile	
		Cost per mile	$ 15,988.37	

Funds Requested

40' Roadway	$ 5,018.75
36' Roadway	11,687.50
	$ 16,706.25

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931.
State Funds for Maint: Chap. 41, laws 1927; Chap. 88, laws 1931.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 26, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works project NRM 157-C (1935), the North Medford section of the Pacific Highway, to Jacobsen-Jensen Co., Portland, Oregon, who submitted the low bid, upon which project award of contract was withheld pending adjustment of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 3, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project NRM 157-C (1935), the North Medford section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising, subject to the condition that no award of contract can be made pending approval of the revised NRM program dated November 19, 1934.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Copies of the usual town resolution by the City of Medford, covering encroachments, etc., should be obtained as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

Fm

November 9, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the North Medford Section, Project No. NRM 157-C (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 131-F (1935)

EVELYN AVE.-"L" STREET SECTION IN GRANTS PASS

ON THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, November 9, 1934

56' Roadway (Sta. 2+76 to 5+76)

1,280	Tons	Class "B" Asphaltic Concrete	$ 8.00	$10,240.00
980	"	Cut-back Asphalt Wearing Surface	8.00	7,840.00
		Sub-total		$18,080.00
		10% Engr. & Cont.		1,806.00
		Total		$19,886.00

Length 0.622 mile
Cost per mile $ 31,974.27

36' Roadway (Sta. 5+76 to 7+74)

370	Tons	Class "B" Asphaltic Concrete	$8.00	$ 2,960.00
320	"	Cut-back Asphalt Wearing Surface	8.00	2,560.00
		Sub-total		$ 5,520.00
		10% Engr. & Cont.		552.00
		Total		$ 6,072.00

Length 0.318 mile
Cost per mile $ 19,094.33

NRM Funds Requested

56' Roadway.....	$19,886.00
36' Roadway.....	6,072.00
	$25,958.00

CONTRACT # 1692,

NRM 131-F Evelyn Ave.-"L" St., Grants 1934
Pass (Paving)
#1692

August 13, 1935

Mr. W. P. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final Federal Aid Voucher, in amount $1,304.98, for the Evelyn Ave.-"L" Street Section in Grants Pass, Project No. NRM 131-F (1935).

The constructed length is as given in the plans which you now have.

The completion date for this project is May 20, 1935, but we have noted that the previous voucher erroneously gives the period covered as April 22, 1935 to May 30, 1935.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

5-7

ARM 13-7

June 26, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1692 for the construction of the Evelyn Avenue-"L" Street Unit, of the Pacific Highway in Grants Pass has been completed by the contractors, Jacobsen-Jensen Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after July 8th, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $19,067.34 including the final payment. Of this amount $572.02 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

June 24, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon USPW Project No. NRM 131-F (1935), Evelyn Ave.-"L" St. Unit, Grants Pass Sec., Pacific Hwy., was made by a representative of this office on June 10, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

PR 131-F

Hyp. 25306

Form P. R. 2

State ----Oregon----

U. S. Public Works Highway

Project No. ~~FAM~~ 131, Section F
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Jhor

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933, and Act approved June 18, 1934. (Public No. 393, 73rd Congress);

Whereas the Highway Department of said State submitted on the 9th revised day of May, 1929, a project statement, which was approved by the Secretary on the 29th day of June, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 1st day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, two hundred eighty-one and 25/100

dollars ($20,281.25) as the share of the United States payable under said act on account of Section F of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the Act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 23+76 on 6th Street, at the south line of L Street, at the north end of NEM 131-E, and survey station 73+43 on Orchard Avenue, at the north line of Evelyn Avenue.

, length 0.940 / of a mile/, in Josephine County, being Section F of Oregon U. S. Public Highway / (1935), project No. NEM 131, consisting of 0.940 / of a mile/ of roadway and no bridges, ~~and~~ of more than 20 feet clear span, known ~~of a mile in length~~ locally as Sixth Street and Orchard Avenue, in the City of Grants Pass, an official control point on Federal Aid Route No. 3.

-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of twenty thousand, two hundred eighty-one and 25/100 dollars ($20,281.25), certified to the Secretary of the Treasury as above mentioned, which is the [redacted] approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927, and Chapter 88, Laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By C. L. Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads

5-5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon
U. S. Public Works Highway
for the construction of a highway designated in the records of this Department as Project No. NRM 131-F (1935)
State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 20,281.25 as the total estimated cost of said project, and the sum of $ 20,281.25 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of said~~ is the total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 P—4530

FORM S-A-1 10184 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 22, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Received your letter of June 20th, concerning Mr. Skelley's request for field notes and map for Evelyn Avenue-L Street Section at Grants Pass.

The location map from which the plans were made indicates all the information secured. The job was performed in accordance with the plans. I did not ask Goodnight to submit a map under these circumstances at it appeared useless duplication.

In my letter of June 8th, transmitting final records I list 1 book field notes. I am not sure that these notes included transit notes but if not the original location transit notes will apply to the constructed line.

If additional information is required please advise.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

Insurance a/c
Bonds-Contractor
Completion Reports

NRM
1317.

#1692

June 13, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Jacobsen-Jensen Company on Contract No. 1692 for the construction of the Evelyn Avenue-"L" Street Unit, Grants Pass Section of the Pacific Highway in Josephine County. This payment will be made on or after June 22nd, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 338—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY Final Report

For Week Ending May 18, 1935, 193...

Section Evelyn Ave. " L " st

Highway Pacific

Contractor Jacobsen and Jensen

Date of contract Dec. 26, 1935, 193...

Date work started April 22, 1935, 193...

Amount of contract . . . . . $ 18437.50

Kind of work Paving

Section prefix 17 p J

Contract number 1692

Date of completion June 30, 1935, 193...

Estimated date of completion May 18, 193...

Per cent of time elapsed 78 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 19200.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 700, 4. %

Date project was completed May 18, 1935, 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Paving has been completed together with repair of main line tracks of crossing. It is suggested that in the future " B " mix or any hard mix be used between the tracks it appears well and is most certainly harder - the cutback softens during the heat of the day any gives under traffic ~~xx~~ causing considerable bump.~~xxx~~

The townspeople seem well pleased with this job which is free of fat spots - there not being a single one.

Party:

Geo Miller - atr. inspt. (Will report to Roseburg May 23.)
J.J.Johnston - mat. checker (subject to transfer after May25)
John Adlard - Plant inspt. (will be completed May 21)
Lr. Leuber - " " (" " " " ")

Signed V.L.Goodnight

Address Box 677, Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.00
Miles partially completed					1.00
Miles completed					1.00
Total estimated quantities					2955½
Estimated quantities moved or placed to date					2955½
Average daily quantities					200
Average daily quantities necessary to complete project on time					--
Number shifts per day					2
Hours per shift					5
Average force on project for week					74

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Jasephine COUNTY	Jackson COUNTY	Multn. COUNTY	Clakamas COUNTY	OTHER SOURCES		
Men	50	8	2	1		4	65
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	6						6
Men and tractors							
Rollerman	3						3

Equipment used during week: Shovels ....., Power graders ....., Rollers 2, Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., Paving plant ....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

March 16, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Evelyn Avenue-"L" Street Section in Grants Pass, Project No. NEM 131-F (1933).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 131-F (1933)

EVELYN AVE.-"E" STREET SECTION IN GRANTS PASS

ON THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 4, 1933

56' Roadway (Sta. 23+76 to 56+62)

1,280	Tons	Class "B" Asphaltic Concrete	$ 6.25	$ 8,000.00
980	Tons	Cut-back Asphalt Wearing Surface	6.25	6,125.00
		Sub-total		$ 14,125.00
		10% Engr. & Cont.		1,412.50
		Total		$ 15,537.50

Length 0.622 mile
Cost per mile $ 24,979.90

36' Roadway (Sta. 56+62 to 73+43)

370	Tons	Class "B" Asphaltic Concrete	$ 6.25	$ 2,312.50
320	Tons	Cut-back Asphalt Wearing Surface	6.25	2,000.00
		Sub-total		$ 4,312.50
		10% Engr. & Cont.		431.25
		Total		$ 4,743.75

Length 0.318 mile
Cost per mile $ 14,917.45

NRM Funds Estimated

56' Roadway.....	$ 15,537.50
36' Roadway.....	4,743.75
	$ 20,281.25

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931.
State Funds for Maint: Chap. 41, Laws 1927; Chap. 88, Laws 1931.

FORM S-A-1 10810 1M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
March 11, 1935

131-F

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

In regard to the field data for the Grants Pass Project, we find that the maps, etc., you submitted were made up on F.A.Sheets, which were used in the preparation of the project.

Mr. O'Neil advises that the cross sections were returned to you by Mr. Probart in connection with some proposed changes in cross section of pavement, etc. You doubtless will find them (folded) in your office. There is no record of any field notes for this project having been received.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. M. Hackett
H.

CC to
R.H. Baldock

131F

February 27, 1935

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

Referring to your letter of February 25th, relative to the Grants Pass Project, this will advise that we cannot assume the added expense of building the pavement to the higher edge elevations unless we can have assurance that the City will undertake the widening work within the next few months or at least not later than next year. Until this time, it has been our understanding that the City was to go ahead with its work at once and would have the curbs moved back even before our work started. If there is possibility that the curbs will not be moved and the gravel shoulders provided for three or four years, the situation is quite different, and we are inclined to the opinion that, in that case, we had best proceed with a strictly resurfacing job as was originally contemplated.

Please contact the city officials and ascertain more definitely when the City's part of the work can be performed and from what source the funds are expected to come.

Very truly yours,

State Highway Engineer

...T, CHAIRMAN, PORTLAND
...G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Feb. 27, 1925.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

RE: S. P. project

Dear Sir:

In compliance with your letter of Jan. 18th, I have conferred with the City Officials of Grants Pass.

The City of Grants Pass, on Dec. 31st, approved revision of the plans for proposed re-surfacing work on Sixth Street to include widening of a portion of said project. Mr. Baldock, on Dec. 30th, wrote them that "It is not possible for the S.H.C. to include said revision in our present contract" and requested that the City authorities obtain bond for extra portion of the work and have it made a separate project.

Mayor Miller, Councilman Goodnight and Mr. Gowdy, of Citizens Public Service Co., met me at the office of the Douglas County Engineer and we went over the proposed 36 foot re-surfacing project. It was agreed that the crown could be flattened and provision made for construction of curbs not over 8 inches high. The estimate is as follows. This gives an average fill of 1.4 inches over the entire width of 36 feet.

I have prepared, Plan, Cross Section, Estimate and Form for the City Council, covering the work as agreed upon. Should the additional width of concrete still cause the Council to hesitate, the 6 inch cross section could be used. Plans and form of petition have been forwarded to the City Recorder, to be signed by property owners and returned to this office. Upon receipt of petition, I will prepare and forward to you, the City Ordinance.

Yours truly,

E. A. Collier

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. B. Glaisyer
cc: F

C. [illegible]
Auditor and Police Judge

ROBT. F. HARRIS
Treasurer

W. W. BALDERREE
City Attorney

CITY OF GRANTS PASS
OREGON February 23-1935.

Mr E.A. Collier,
Division Engineer,
Oregon State Highway Commission,
Roseburg, Oregon.

Dear Mr Collier:

When Mr Goodnight was here last, he said the Highway Commission was willing to alter its plan of paving so that a proper contour of the street would not be broken when the City widened 6th Street from A Street north. He said that all the Commission would desire was some assurance that the City would undertake to do this widening.

Thursday evening, at the regular council meeting this matter was discussed and it is the intention of the City to widen 6th Street north of A and by motion this assurance is to be passed on to the State Highway Commission. The City cannot say just when this work will be done but it will be just as rapidly as funds will permit.

We trust that the assurance here given will be in order.

Y ours very truly,

C P Dicer

City Auditor.

[illegible] FEB 25 1935 [illegible]

131F

January 30, 1935

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

In compliance with the request contained in your letter of January 28th, we are sending herewith the sheet of typical cross-sections which was submitted with your preliminary estimate for the Grants Pass Project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MR

Encl.

...SCOTT, CHAIRMAN, PORTLAND
...RL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Jan. 28, 1935.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: G. H. PROBERT

Dear Sir:

We received copy of your letter of Jan. 18th, to Mr. C. R. Duer, City Auditor, Grants Pass, together with blue print sketch showing suggested plan to construct the new resurfacing to a thickness of 1½" at center and 3" at the edges. This is suggested to permit Grants Pass to widen the present highway from 36' to 56' over a distance of 1681 feet.

Mr. Duer calls to my attention the fact that the slope of walk and parking strip is approximately ¼" to the foot so that the top of the new shoulder 28 feet out from center would be 2½" higher than the top of the present curb 18 feet out from center.

Please send me the typical cross sections which were forwarded to your office with the preliminary estimate. It appears to me that this change in the thickness of the resurfacing will increase considerably the contract quantities. The present pavement is somewhat wavy so that we cannot figure on the class B asphaltic concrete being only 2" thick on the average at the center. I have roughly estimated that not less than 250 tons additional asphaltic concrete at $6.25 will be required.

Will call on the City the next time I am south and find out how definite their plans are and if it appears certain that the City will undertake the setting back of the curbs, preparation of the grade and placing of rock shoulders I will submit Request For Increased Authorization to cover the additional thickness we must place on our resurfacing project.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

HBG:OG
encls.

Secretary.

131F

January 11, 1935

Mr. Oscar Cutler

O f f i c e

Dear Sir:

I hand you herewith five copies of the agreement with the City of Grants Pass providingfor the maintenanceof the Evelyn Avenue-"L" Street Section of the Pacific Highway in Grants Pass. These have been signed by the State Highway Commission as of December 31st, 1934.

The original of this agreement I have retained pending approval of the minutes. Should you need it in the meantime, I will be pleased to give it to you if you will let me know.

Very truly yours,

Secretary.

HBG:OG
encls.

Mr. Glasgow.

Herewith 6 copies of maintenance agreement signed by City authorities of South Pasa for improvement of Pasa Highway. These are ready for signature of Highway Commission.

Crowder

131-F

December 27, 1934

Jacobsen-Jensen Company
517 N. E. Stanton Street
Portland, Oregon

Gentlemen:

For use in connection with the Evelyn Avenue-"L" Street Unit of the Grants Pass Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Court House, Grants Pass, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier
Mr. V. L. Goodnight

131F

December 27, 1954

Jacobsen-Jensen Co.
517 N. E. Stanton St.
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 1692 which was awarded to you by the State Highway Commission on December 28 for the construction of the Evelyn Avenue-"L" Street Unit of the Grants Pass Section of the Pacific Highway in Josephine County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract and on the page marked "Special Provisions" relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 26, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works project NRM 131-F (1935), the Evelyn Avenue-"L" Street Unit of the Grants Pass section of the Pacific Highway, to Jacobsen-Jensen Co., Portland, Oregon, who submitted the low bid, upon which project award of contract was withheld pending adjustment of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Hwy. Engineer

December 26, 1934

Mr. C. R. Duer
City Auditor
Grants Pass, Oregon

Dear Sir:

We refer to your letter of December 21st, requesting the revision of the plans for the proposed pavement resurfacing work on Sixth Street to include a widening of the pavement on the portion of the project which is between "L" Street and Evelyn Avenue.

As the contract for this project has been let, as all the formalities incidental to federal approval have been carried to completion, and as all funds available for municipal projects have been allocated, it would be very difficult, if not impossible, to make the change requested. We would like to suggest, however, that inasmuch as the city is in a position to undertake the setting back of the curbs and the preparing of the grade and the rock base, you go ahead with that work. Such an improvement would make it possible for cars to park off the pavement, leaving a full 36-foot width of pavement for traffic, and would be almost as satisfactory as would pavement from curb to curb. Some of the improvements that we are now making in other cities, including Portland, are of that type, and are proving very satisfactory; so much so, if fact, as to cause us to question the economic justification of paving parking areas except on the more densely built-up portions of city streets.

We would like very much to have your city proceed as we have suggested. We are sure that you will be pleased with the result.

Very truly yours,

State Highway Engineer

cc E. A. Collier

W. STOCKWELL
Mayor

C. R.
Auditor and Judge

ROBT. F. HAR
Treasurer

JAMES T. CHINNOCK
City Attorney

CITY OF GRANTS PASS
OREGON

December 21-19[illegible].

Mr R.H. Baldock,

State Highway Engineer,

Salem, Oregon.

Dear Sir:

In connection with the paving of 6th street in this city between L Street and Evelyn Avenue.

If you will refer to your layout of this project you will note that 6th Street between A Street and Evelyn Avenue is 20 feet less in width than it is South of A Street. The paving width South of A is 56 feet and above A only 36 feet. The city has for a long time realized the necessity of widening this part of 6th and at times has tried to bring it about. Apparently we have found means for the accomplishment of this betterment except for the cost of the extra paving and we now approach the State Highway Department to determine if the extra paving may be brought under the contract.

Without a survey it would appear that 1700 lineal feet of the east side of 6th and 1700 on the west will require moving of the curb and gutter. This the City will undertake to do, by moving the curb and gutter back 10 feet on each side and extending the grade and base. This will open approximately 50000 square feet for paving.

Under the terms of the resolution just adopted the need of free flow of traffic is stressed and in terms of safety there are times when parking in the above section leaves barely enough room for two cars to pass between cars parked on either side. It would seem that a strip of the street in front of the [illegible] should be left if possible.

Kindly advise what can be done.

Yours very truly,

City Auditor

Probert
Please give me some
advice on this.

1317

FHA

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 21, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon U. S. Public Works projects NRM 131-F (1935), NRM 157-A and C (1935), NRM 190-D (1935), and NRM 222-B (1935), each containing provisions for payment by weight for asphaltic concrete and cutback wearing surface, bids being opened December 20, 1934.

The special provisions contemplate the weighing of 10% of the mixed materials and payment for the balance by estimating from the loads which have been weighed.

Before concurring in the award of contract, we are requesting that arrangements be made with the low bidders providing for the weighing of all paving material after mixing instead of only 10%. This provision should be incorporated in the contract, and it is our belief that the additional cost caused by this extra weighing can be readily determined and the contractor compensated as extra work.

Very truly yours,

W. H. Lynch
District Engineer

Swb

131 F

December 19, 1934

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

In reply to your letter of December 13th, relative to the grade crossing in Grants Pass, this will advise that the expense of raising the railway tracks, of taking out the existing planking, and of performing such other work as is necessary to put the crossing in shape for paving, is to be borne by the railway company.

The expense to be borne by the State will include only the placing of the asphaltic concrete from the tops of the ties to the tops of the rails.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:ER

...GENE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Dec. 13, 1934.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH
GRANTS PASS PAVING

Dear Sir:

With regard to paving the railroad crossings in Grants Pass, please advise me concerning agreement with the railroad.

I presume the railroad will raise their tracks, place new ties, change out rails if worn and do such re-balasting adjacent to the street as is necessary; also remove plank crossing.

All the above items at their own expense and that the State will place asphaltic concrete pavement from the top of their ties up to the top of the rail.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
cc. V. L. Goodnight
EAC:AWF

RECEIVED
DEC 14 1934

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 1, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project NRM 131-F (1935), the Evelyn Avenue-"L" Street unit of the Grants Pass section, Pacific Highway, have today been recommended for approval. This is your authority for advertising, subject to the condition that no award of contract can be made pending approval of the revised NRM program dated November 19, 1934.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Copies of the usual town resolutions by the city of Grants Pass, covering maintenance and encroachments, should be obtained as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

131-F

November 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. papers covering proposed Oregon U.S.Public Works highway projects NRM 157-A (1935), 157-C (1935) and NRM 131-F (1935) Grants Pass.

None of these three projects are included in the approved program, and as you know, such action must be taken before these projects can be approved by this office.

This matter has been called to your attention on several occasions with the suggestion that revised programs be submitted for approval, such programs to cover all of the various changes agreed upon.

The above papers will be held in this office pending further advice.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

November 9, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Evelyn Ave.--"L" Street Section in Grants Pass, Project No. NRM 131-F (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 157-C (1-35)

NORTH MEDFORD SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, November 9, 1934

40' Roadway (Sta. 4+77 to 7+00) (Sta. 40+50 to 56+44.8 = 7+26)

30	Tons	Class "A" Asphaltic Concrete	$ 8.00	$ 240.00
410	"	" "B" " "	8.00	3,280.00
390	"	Cut-back Asphalt Wearing Surface	8.00	3,120.00
		Sub-total		$ 5,840.00
		10% Engr. & Cont.		584.00
		Total		$ 6,424.00
		Length	0.261 mile	
		Cost per mile	$ 24,613.02	

36' Roadway (Sta. 7+00 to 45+50)

990	Tons	Class "A" Asphaltic Wearing Surface	$ 8.00	$ 7,920.00
710	"	Cut-back Asphalt Wearing Surface	8.00	5,680.00
		Sub-total		$13,600.00
		10% Engr. & Cont.		1,360.00
		Total		$14,960.00
		Length	0.731 mile	
		Cost per mile	$ 20,465.11	

NRM Funds Requested

40' Roadway	$ 6,424.00
36' Roadway	14,960.00
	$ 1,384.00

FORM S-A-1 10749 15M 8-54

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

112-2

OREGON STATE HIGHWAY COMMISSION

SALEM

September 4, 1954.

1317

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

In answer to your letter concerning Sixth Street in Grants Pass, I consider it impossible to secure the consent of the Bureau of Public Roads to a B-1 resurfacing. We contemplate using the cutback, mixed surfacing, (similar to that used by the maintenance crews) instead of the coated screening specification used at present.

The design for Grants Pass should uses a leveling course of "B" Mix of 1" maximum thickness, (minimum ½") with 1" of cut back top, the specifications for which are attached.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

CONTRACT #1693

NRS 213-E Pittsburg-Vernonia, Surf. 1934
& Bit. Mac.

1693

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRS 213-E (1935)
Pittsburg-Vernonia Sec.
Nehalem Highway

POST OFFICE BUILDING
PORTLAND, OREGON

November 23, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Agr. 24849

Oregon U.S. Public Works Highway
Project No. NRS 213, Section E (1935)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 25, 1935 by the Oregon State Highway Commission and on April 22, 1935 by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section E of Oregon U. S. Public Works Highway Project No. NRS 213 (1935); and

WHEREAS, the said State Highway Department has requested approval of a revision of the plans, specifications and estimate approved for said Section E to provide for an increase in the quantity of surfacing materials as found necessary during the progress of construction; and by reason thereof has requested that the estimate of cost approved for said Section E be increased from $17,825.50 to $21,208.00, and that the Federal funds approved and set aside to the credit of said Section E be increased from $17,825.50 to $19,883.60:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section E be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of nineteen thousand, eight hundred eighty-three and 60/100 dollars ($19,883.60) as the share of the United States payable under said act on account of said Section E, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Clause (a) of Article I shall be revised to read:

"(a) By the State from funds apportioned under act of June 18, 1934, and any part thereof not provided from such funds shall be met from State funds available from Chap. 248, Laws of 1931."

Clause (b) of Article III shall hereby be eliminated

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said Section E shall not in any event exceed the sum of nineteen thousand, eight hundred eighty-three and 60/100 dollars ($19,883.60), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-one thousand, two hundred eight and 00/100 dollars ($21,208.00) the approved total estimated cost of Section E."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed

their signatures, the Oregon State Highway Commission on the 15th day of September, 1936, and the Secretary of Agriculture on the 12th day of Nov., 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By E. B. Adams
Member, State Highway Commission

By [illegible]
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By [illegible]
Acting Chief, Bureau of Public Roads

Oregon U. S. Public Works Highway Project
No. NRS 213-E (1935)

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Highway (1935) Project No. HRS 213-E / State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 21,208.00 In lieu of the $17,825.50 approved by Cert. of Apr. 22, 1935 as the total estimated cost of said project, and the sum of $ 19,883.60/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 12th day of Nov. one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By [signature]
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 8—4829

J. T. GRAHAM, COMMISSIONER
MARSHLAND

2/3 E
Rainier-Vernonia

WM. PRINGLE, SR., COMMISSIONER
VERNONIA

COLUMBIA COUNTY COURT

J. B. WILKERSON, COUNTY JUDGE

ST. HELENS, OREGON

November 23, 1935

Oregon State Highway Commission,

Salem, Oregon

Gentlemen:

Mr. Dolan owed the county a little more than $1,000.00. We agreed to accept $500.00 in full payment of the balance due. This amount he has promised to pay as soon as he can.

Mr. Dolan claims that he did not make anything out of the contract in the Nehalem improvement. He has already paid the county $1,000.00 and if we receive $500.00 more, the county will not lose on the contract.

Very truly yours,

J. B. Wilkerson

County Judge

Stat

213 E

November 22, 1933

Hon. J. B. Wilkerson
County Judge of Columbia County
St. Helens, Oregon

Dear Sir:

Upon receipt of your letter of October 31st, concerning Mr. Dolan's obligation in connection with the Nehalem Highway job, we wrote to Mr. Dolan urging him to make an early settlement.

We would be pleased to know whether or not the settlement has been made.

Very truly yours,

H. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

November 7, 1935

Mr. A. T. Dolan
Tillamook, Oregon

Dear Mr. Dolan:

We have a letter from County Judge Wilkerson of Columbia County from which it is apparent that the Judge does not know about, or at least does not understand, the arrangement whereby you have given the County an order on the Portland Concrete Pipe Plant to apply as a credit on your obligation to the County for the use of the county quarry and crushing equipment east of Vernonia. The Judge wants and expects a cash settlement, and it would save us considerable annoyance if it could be handled on that basis.

We hope that if you have not already reached a settlement with the County, you will endeavor to do so within the next few days.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

COLUMBIA COUNTY COURT

J. B. WILKERSON, COUNTY JUDGE

ST. HELENS, OREGON

October 31, 1935

NOV 1 19[illegible]

State Highway Commission,

Salem, Oregon

Gentlemen:

The Dolan Contracting Company still owes Columbia County $1,014.75 for rock used on the Nehalem Highway job, $1,000.00 having been paid.

Our county is in need of the money and would like to have the amount paid before our budget meeting, Nov. 25th.

Mr. Dolan called up from Tillamook about one week ago and said that he would like to come to St. Helens and talk to the court about the matter. He has not come thus far. At any rate, there is nothing to discuss so far as the money is concerned.

Very truly yours,

J. B. Wilkerson

County Judge

...SBELL, CHAIRMAN, PORTLAND
...S. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 17, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. A. T. Dolan
Tillamook, Oregon

Dear Sir:

We have a letter from County Judge J. B. Wilkerson, of Columbia County, advising that the county has received payment from you for only about one-half of the amount due for the use of the county quarry and rock crushing equipment used in connection with the Pittsburg-Vernonia Project.

Our records show that a total of 8,059 cubic yards of crushed materials were furnished from this quarry, which, at 25 cents per cubic yard, amounts to $2,014.75. The Judge advises that, of this amount, $1,000 has been paid.

We will appreciate it very much if you would make payment of the balance due the county without further delay, or to at least have some definite arrangement with the Judge as to when the balance will be paid. As the quarry was used in connection with one of our projects, the Judge naturally feels that there is some obligation on our part to see that the county is paid.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By S. H. Probert

S. H. Probert
Office Engineer

SHP:ER

Gentlemen; I give the Columbia County an order on The Portland Concrete Pipe Plant, which I supposed was accep ted, as some pipe has already been delivered to the County, and we are ready to deliver any amount they might require, however if they want the money they shall have it, I did not know that the trade arrangement was not satisfactory.

Yours very truly
G. T. Dolan

October 17, 1935

Mr. A. T. Dolan
Tillamook, Oregon

Dear Sir:

We have a letter from County Judge J. B. Wilkerson, of Columbia County, advising that the county has received payment from you for only about one-half of the amount due for the use of the county quarry and rock crushing equipment used in connection with the Pittsburg-Vernonia Project.

Our records show that a total of 8,059 cubic yards of crushed materials were furnished from this quarry, which, at 25 cents per cubic yard, amounts to $2,014.75. The Judge advises that, of this amount, $1,000 has been paid.

We will appreciate it very much if you would make payment of the balance due the county without further delay, or to at least have some definite arrangement with the Judge as to when the balance will be paid. As the quarry was used in connection with one of our projects, the Judge naturally feels that there is some obligation on our part to see that the county is paid.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

October 17, 1935

Hon. J. B. Wilkerson
County Judge of Columbia County
St. Helens, Oregon

Dear Sir:

Since writing to you on October 11th, relative to the quantity of crushed rock furnished by the Dolan Contracting Company for work on the Pittsburg-Vernonia Project, we have found that an additional 440 cubic yards of crushed rock was furnished under a supplemental agreement with the Dolan Contracting Company. The total quantity of rock furnished from the quarry is, therefore, 8,059 cubic yards, which, at 25 cents per cubic yard, figures $2,014.75.

We are today writing to Mr. Dolan requesting that he make payment of the balance due the county, or that he at least have some understanding with you as to when the balance will be paid.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

WM. PRINGLE, SR., COMMISSIONER
VERNONIA

COLUMBIA COUNTY COURT
J. B. WILKERSON, COUNTY JUDGE

ST. HELENS, OREGON

October 15, 1935

State Highway Commission,

Salem, Oregon

Gentlemen:

The Dolan Contracting Company has paid to date $1,000.00. The total amount should be $1,904.75. 7,619 cubic yards at 25 cents per cubic yard amounts as you see to the amount named above.

A check for $200.00 came after the last letter I wrote you.

Very truly yours,
J. B. Wilkerson
County Judge

7619
440
18059
2,014.75

October 11, 1933

Hon. J. B. Wilkerson
County Judge of Columbia County
St. Helens, Oregon

Dear Sir:

In reply to your letter of October 4th, this will advise that the total quantity of crushed rock furnished by the Dolan Contracting Company for the work on the Pittsburg-Vernonia Project was 7,619 cubic yards.

Very truly yours,

State Highway Engineer

COLUMBIA COUNTY COURT
J. B. WILKERSON, COUNTY JUDGE
ST. HELENS, OREGON

October 4, 1935

State Highway Commission,
Salem, Oregon
Gentlemen:

The County of Columbia has received only Eight Hundred-$800.00-Dollars to date for rock furnished The Dolan Contracting Company for the work done by said company on the Nehalem Highway job.

One of our county commissioners has said that much more is due the county. I know very little about the amount of rock used.

Very truly yours,
J. B. Wilkerson
J. B. Wilkerson
County Judge

213 E

November 2, 1935.

Shell Oil Company
1220 S. W. Morrison Avenue
Portland, Oregon

Gentlemen:

In response to your inquiry of October 31, you are advised that the A. T. Dolan Contract No. 1693, Pittsburg-Vernonia Section in Columbia County, was completed on July 24. This project was accepted by the Highway Commission on August 2.

A total of $160.13 in claims has been filed against the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

SHELL OIL COMPANY
1220 S.W. MORRISON AVE.
PORTLAND, OREGON
TELEPHONE ATWATER 7321

RECEIVED
NOV 1 1935
OREGON
STATE HIGHWAY COMMISSION

October 31, 1935

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Re: A. T. Dolan - Contract No. 1693

We believe that the above contract has been completed for some time and, therefore, request from you the completion and acceptance dates of this work. Also, will you kindly advise us if there have been any liens filed against this job.

For your ready convenience, we attach a self-addressed, stamped envelope.

Yours very truly,

RER..MT

SHELL OIL COMPANY

FRANK J. HURNER
Division Credit Manager

#1693

213 E

September 18, 1935.

United States Fidelity & Guaranty Co.
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1693 for the construction of the Pittsburg-Vernonia Section of the Nehalem Secondary Highway in Columbia County, has been completed by the contractor, A. T. Dolan, Tillamook, and that final settlement will be made by the State with said contractor for work done under this contract, on or about September 28, 1935.

The State has been advised of the following claims against this contract: Roy Hughes, $90.00 for wages; Vernonia Trading Company, $70.13 for blasting materials. You are advised that the State assumes no responsibility for the above claims, or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $21,745.19, including the final payment. Of this amount $37.93 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

213 C

Sept. 13, 1935

Mr. R. H. Baldock:

In reference to the attached from Mr. Lynch, I have written you concerning the feasibility of widening this bridge in a separate report.

C. B. McCullough

BUILDING
OREGON

Dear Sir:

The final inspection of the Pittsburg-Vernonia Section of the Nehalem Secondary Highway, Oregon U.S. Public Works project NRS 213-E (1935), was made on August 8, 1935. The project is being accepted subject to the condition that the bridge be widened to 20-ft. roadway within one year, as agreed to in Mr. Baldock's letter of December 20, 1934.

Very truly yours,

W. H. LYNCH
District Engineer

REFERRED TO
Mr. Hewitt
Please see that this is
provided in the budget.
Sept. 5th

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREGON

August 14, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The final inspection of the Pittsburg-Vernonia Section of the Nehalem Secondary Highway, Oregon U.S. Public Works project NRS 213-E (1935), was made on August 8, 1935. The project is being accepted subject to the condition that the bridge be widened to 20-ft. roadway within one year, as agreed to in Mr. Baldock's letter of December 20, 1934.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

REFERRED TO
---Engineer---
Please see that this is placed in the budget.
Sept. 3rd.

September 10, 1935.

Mr. R. H. Baldock:

I am returning herewith copy of communication received from Mr. Lynch under date of August 14. This communication has to do with the matter of widening a certain bridge on the Pittsburg-Vernonia Section of the Nehalem Secondary Highway.

The bridge in question consists of one steel span 124 feet long with one 17 foot trestle approach on one end and eight 17 foot trestle spans on the other end. This is one of the old steel bridges designed by the Highway Department when Mr. Bowlby was State Highway Engineer. The present roadway is 16 feet, and it would be rather difficult to widen the truss to a 20 foot roadway, although of course, it could be done.

We have no vicinity map for the new structure but I would estimate that a concrete bridge would cost between $20,000 and $25,000.

In order to widen the old structure, it would be necessary to rebuild the trestle approaches, to reinforce the old truss, and to provide new floor beams and deck system.

Offhand, it would be my judgment that it would not be economical to do any extensive amount of reconstruction on the old span in view of the fact that it will sooner or later have to be rebuilt.

I will have an estimate of cost made of a new structure, and also an estimate of cost for having the whole structure widened to 20 feet, and submit them to you as soon as possible.

C. B. McCullough

CBM:AP
cc Mr. Paxson

August 14, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Dear Sir:

The final inspection of the Pittsburg-Vernonia Section of the Nehalem Secondary Highway, Oregon U. S. Public Works project NRS 213-E (1935), was made on August 8, 1935. The project is being accepted subject to the condition that the bridge be widened to 20-ft. roadway within one year, as agreed to in Mr. Baldock's letter of December 20, 1935.

Very truly yours,

W. H. Lynch
District Engineer

COPY

September 10, 1935.

Mr. G. S. Paxson

Please note attached from Ricketts, also Mr. Lynch's letter and copy of my letter to Baldock. All of these have to do with the widening of the bridge on the Pittsburg-Vernonia Section.

Will you have an estimate of cost prepared covering a new concrete structure and also an estimate for widening the old truss and reconstructing the approach spans in untreated timber.

It might be well to have an estimate prepared, also on a new composite structure with 26 feet roadway and sidewalks.

C. B. McCullough

CBM:AP

cc Mr. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed is a copy of a memorandum which accompanied our copy of voucher on Oregon U.S. Public Works project NRS 213-E (1935), paid August 16, 1935.

When the final voucher is submitted, it should show the amount of previous payments as $14,518.48. The project agreement amount of $17,825.50, rather than the ratio of 83.8%, will be the limiting figure for the final voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Canfield
Highway Engineer

Encl.

C-1

August 15, 1935.

Memorandum to accompany progress voucher in triplicate on Oregon Public Works Project No. E.R.S. 213-E (1935) covering the period June 16, 1935, to July 15, 1935, submitted in the amount of $6,754.50. The voucher has been reduced $2,281.52.

The voucher as submitted claims payment in the amount of $6,754.50, whereas only $4,472.98 may be allowed at this time. Necessary corrections have been made and the voucher is being passed for payment in the amount of $4,472.98.

Division of Control

By_____
Asst. Chief of Division

ITEM ELIMINATED

The amount claimed has been reduced to 53.8 per cent of the total work done in line with ratio shown on the agreement estimate.....$2,281.52

Form 838—SM—8-35

2/3 C

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 24th, 1935, 193...

Section Pittsburg - Vernonia

Highway Nehalem

Contractor A. T. Dolan

Date of contract Dec. 27th, 1934, 193...

Date work started Feb. 13, 1935, 193...

Amount of contract . . . . . $ 20,525.00

Kind of work Resurface and Oil

Section prefix 105 - 1002

Contract number 1693

Date of completion [illegible] 8-15-35, 193...

Estimated date of completion July 24th, 1935, 193...

Per cent of time elapsed 90.5 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 23,000.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 1750.00, 7.6 %

Date project was completed July, 24th, 1935, 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate completed and forwarded to Salem by express on the 22nd.

FINAL REPORT

RECEIVED
DIVISION ENGINEER

Signed C C Gill

Address Vernonia, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG
DIVISION ENGINEER

. XXXXXXXX
Vernonia, Oregon
Aug. 22, 1936

103 - 1002
Contract # 1693

HISTORY OF THE RESURFACING & CONSTRUCTION OF
BITUMINOUS MACADAM WEARING SURFACE

PITTSBURG - VERNONIA SECTION
NEHALEM HIGHWAY

Contract No. 1693 providing for Slide removal, resurfacing, and construction of the Bituminous Macadam Wearing Surface on the Pittsburg - Vernonia Section of the Nehalem Highway was awarded to A.T. Dolan on Dec. 27, 1934.

Work was started on the project Feb. 13, 1935. A small gas shoval was used on the slide removal, this work bieng completed Feb 16th.

After the slide removal was completed a cat and blade, truck, and hand labor was employed on cleaning of ditches and the preparation of the roadbed to receive surfacing materials. At the same time overhauling and conditioning of the County owned crusher located 8.0 miles easterly of the East end of the project on the St. Helens Road was being done. The Contractor had previously made arrangements with the County for the use of their plant and quarry.

The first surfacing material was placed on the road April 11th. The progress with this part of the work was not fast but a fairly steady pace was maitained so that all the surfacing material was placed on the road by May 17th. The surfacing was applied in three courses; the first a leveling course then two umfform lifts each course having a silt sand filler mixed with it by use of a blade grader. It was then watered and thoroughly rolled.

Upon completion of the surfacing the road was turned over to the contractor to maintain and keep in shape until he was ready with the materials for the Bituminous Surfacing.

A screening plant for the separation of the mineral aggregate and stockpile materials was erected near the East end of the project. The material was crushed to size at the quarry plant and hauled to the screening plant for separation. The first aggregates were put through the plant on June 4th. Good progress was made on the production of the mineral aggregate and a sufficient quantity for the surfacing had b en produced by June 20th.

A sub-contract for the laying of the Bituminous Macadam was awarded to Babler Bros. by A.T. Dolan with the consent of the Highway Commission.

HISTORY OF PITTSBURG - VERMONIA (continued)

The sub-contractors moved to the job with their equiptment on June 26th. Oiling operations started on the 27th and this work which would have normally been completed in four days was not completed till July 3rd on account of inclement weather. The first seal coat was completed at this time; the road bmng opened to traffic so that the finer screenings might be worn into the surfacing before the application of the final seal.

The contractor continued with crushing and screening operations producing " Materials in Stockpiles " till July 6th on which date this work was called completed although the full amounts of the contract were not produced because the supply of suitable material at the quarry was exausted.

The contractors efforts were then directed to the roadbed finishing and trimming, cleaning of ditches, shaping of stockpiles, etc. This work was completed and the job completed on July 11th except for the final seal on the oil surfacing.

Babler Bros., sub-contractor, brought their equiptment to the project on July 24th and applied the final seal coat. After the stockpiles were reshaped, from which the mineral aggregate for this work was taken, the job was called completed, July 25th.

C.C. Call
Resident Engineer

212 E

#1693

August 5, 1935

Vernonia Trading Company
Vernonia, Oregon

Attention: Mr. J. E. Topp

Gentlemen:

This acknowledges your letter of August 1st advising of your claim against contractor A. T. Dolan, said claim being in the sum of $70.13 for blasting materials furnished Mr. Dolan in connection with his contract with the State Highway Commission for resurfacing and construction of a bituminous macadam on the Pittsburg-Vernonia Section of the Nehalem Highway in Columbia County. The contract to which you refer is State Highway Contract No. 1693.

In order to comply with the provisions of Chapter 280, Oregon Laws of 1931, you should file notice of your claim with the Secretary of State in order to properly protect your claim against the bond. Mr. Earl Snell is Secretary of State. His offices are in the State Office Building, Salem. In order to hold the bond liable, your notice to the Secretary of State should be filed prior to the expiration period of six months from the date of completion of the contract.

Very truly yours,

HBG:OG

Secretary

VERNONIA TRADING CO.

FEED, FLOUR AND SEED

BUILDING MATERIAL

DU PONT POWDER ◊ FARM IMPLEMENTS

VERNONIA, OREGON

Aug 1st 1935

213 E

#1693

July 30, 1935

Mr. G. B. Eckles, Agent
U. S. Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Dear Sir:

This is to advise you that we are in receipt of a claim from the Vernonia Trading Company, Vernonia, Oregon, against the contract of A. T. Dolan, State Highway Contract No. 1693, said claim being in the sum of $70.13 for blasting materials furnished Mr. Dolan.

Very truly yours,

HBG:OG Secretary

cc A. T. Dolan
1110 Second Ave.,
Tillamook, Oregon

July 30, 1935

Vernonia Trading Co.
Vernonia, Oregon

Gentlemen:

This acknowledges receipt of your letter of July 24 advising us of your claim against contractor A. T. Dolan, being for blasting materials furnished Mr. Dolan in connection with his contract with the State Highway Commission for the construction of the Pittsburg-Vernonia Section of the Nehalem Secondary Highway in Columbia County, being State Highway contract No. 1693.

We offer for the protection of your claim the bond furnished by Mr. Dolan in connection with this project. The bond was written by the United State Fidelity & Guaranty Company for whom C. B. Eckles is local agent with offices in the Bedell Building, Portland, and we would suggest that you take your claim up with the bonding company, and if you secure no satisfaction by so doing, then file the claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws, 1931, a mimeographed copy of which is being enclosed for your convenience.

Very truly yours,

HBG:OG
encl.

Secretary

STATEMENT

Vernonia, Oregon 7/31 1935

A J Dolan Contractor for
Oregon State Highway Com.
Klamath, Ore

In Account With

Vernonia Trading Company

Flour, Fuel, Feed, Building Material
DU PONT POWDER
Accounts Payable Each Month. Credit Limited to One Month.

Material furnished for work on Oregon State Highway near Vernonia, Ore.—

6/14/35	10 cases Loggers #2 Blasting Powder 50 lbs. @ 12½ cwt	63	75
6/26/35	1 case Loggers #2 Blasting Powder 5 lbs @ 12½ cwt	6	25
		70	00

Statement of Account

VERNONIA TRADING CO.

FEED, FLOUR AND SEED

BUILDING MATERIAL

DU PONT POWDER ◊ FARM IMPLEMENTS

VERNONIA, OREGON

1/24/25

Secretary
Oregon State [illegible]

Dear Sir:

[illegible] first start
of heat [illegible] brought to Mr. G. Stein-
bar [illegible] Heating work here at
[illegible] was awarded
[illegible] the two different
to Mr. Steinbar for the [illegible]
[illegible] Yesterday [illegible]

[illegible]
[illegible]
[illegible]

#1693

213 E

July 29, 1935

United States Fidelity & Guaranty Co.
G. B. Eckles, Agent
1112 Bedell Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have just received from a man by the name of Roy Hughes, Mist, Oregon, advising us of his claim in the sum of $90.00 against contractor A. T. Dolan, being for services rendered in connection with Mr. Dolan's contract for the construction of the Pittsburg-Vernonia Section of the Nehalem Secondary Highway in Columbia County.

Inspection of the contract reveals that the bond furnished in connection therewith was written by your company, which is our reason for advising you of this claim.

Very truly yours,

HBG:OG

Secretary

cc A. T. Dolan
Tillamook, Oregon

July 29, 1935

Mr. Roy Hughes
Mist, Oregon

Dear Sir:

This acknowledges your letter of July 26th advising of your claim in the sum of $90.00 against Contractor M. T. Dolan, arising out of Mr. Dolan's contract with the Highway Commission for the construction of the Pittsburg-Vernonia Section of the Nehalem Secondary Highway in Columbia County.

The contract to which you refer is State Highway Contract No. 1693, and is described as the resurfacing and construction of bituminous macadam on the above mentioned section of highway. In connection with this project, Mr. Dolan is required to furnish the State with a surety bond for the protection of claims incurred in connection with this job. We offer this bond to you for protection of your claim. The bond was written by the United States Fidelity & Guaranty Company for whom G. B. Eckles is Local Manager with offices in the Bedell Building, Portland.

In the event you do not secure satisfaction from the contractor, I would suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280 of the Laws of 1931, a mimeographed copy of which is enclosed.

Very truly yours,

EBG:OG

Secretary

West Ore
July 26/35

Oregon State Hiway.
Salem Ore.

Dear Sirs.-

I worked on a Hiway
Job between Pittsburg and
Vernonia for T. Dolan
at $90.00 Coming and
have not been able to
get it and the job is done
Please let me know
what to do as I need
the money
I have been trying to see
Mr Gall but have not
been able to see him
Yours Truly Roy Hughes
West Ore

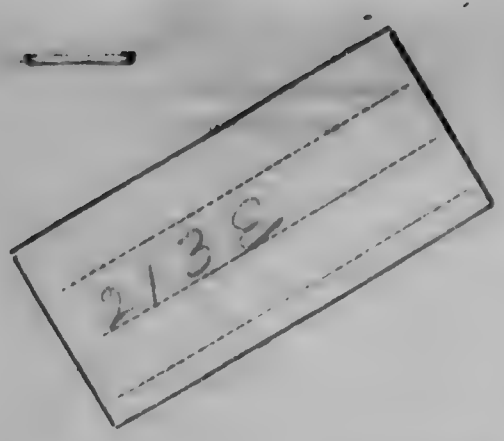
15th requesting the amount
is Section of the Nehalem
ith his state contract.
in the Nehalem Valley,
ot entirely completed;
l figures. On the July
s paid for 7,330 cubic
ttsburg Quarry and placed
ork on the contract will
asis the final figures would
of September, as some time
rds in the Salem Office.

rs,

LDOCK
ghway Engineer

. R. Probert
Office Engineer

Dict. by R. Alvick/ME



July 18, 1935

Honorable J. B. Wilkerson
County Judge of Columbia County
St. Helens, Oregon

Dear Sir:

We have your letter of July 15th requesting the amount of rock placed on the Pittsburg-Vernonia Section of the Nehalem Highway by A. T. Dolan in connection with his state contract.

The work on this section is not entirely completed; therefore, we can not give you the final figures. On the July 15th monthly estimate the contractor was paid for 7,330 cubic yards of crushed rock taken from the Pittsburg Quarry and placed on the road. It is expected that all work on the contract will be finished by August 15th. On that basis the final figures would not be available until about the first of September, as some time is required for checking the final records in the Salem Office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ME

J. T. GRAHAM, COMMISSIONER
MARSHLAND

WM. PRINGLE, SR., COMMISSIONER
VERNONIA

COLUMBIA COUNTY COURT

J. B. WILKERSON, COUNTY JUDGE

ST. HELENS, OREGON

July 15, 1935

State Highway Commission,

Salem, Oregon

Gentlemen:

I am writing to inquire about the amount of rock the Nolan Construction Company turned in to your department on the contract the Company had with your commission on the two mile job in the Nehalem Valley, near Vernonia.

The Nolan Construction Company had a contract with Columbia County for the rock and the use of the crusher for crushing same.

Very truly yours,

J. B. Wilkerson

J. B. Wilkerson
County Judge

A.T. Dolan
#1693

June 26, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of revised estimate for the Pittsburg-Vernonia Section, Project No. NRS 213-E (1935), which estimate takes into consideration an increase in the amount of surfacing materials to be placed on the project. Three copies of a letter agreement covering the increased quantities are likewise enclosed.

While no increase in the set-up of NRS (1935) Funds for this project is being requested at the present time, due to there being none of this type of funds unobligated, we are submitting the enclosed papers, so that if and when such funds do become available by underruns occurring on other NRS (1935) Projects, it will be possible to request a modification of the project agreement to replace the state funds set-up in the estimate with NRS Funds.

We are sending, under separate cover, five blueprint copies of sheet number two of the plans showing the revised typical surfacing section.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 217-F (1935)

[illegible]-CREEK HILL SECTION

OF THE [illegible] HIGHWAY IN COLUMBIA AND WASHINGTON COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1935

800	cu. yds.	Excavation, Single Classification	$ 0.30	$ 240.00
150	cu. yds.	Trench Excavation	0.70	105.00
6.6	miles	Roadbed Finishing	150.00	990.00
110	lin. ft.	18" Concrete Pipe	2.00	220.00
20	lin. ft.	18" Corr. Iron Pipe	2.00	40.00
80	lin. ft.	24" Corr. Iron Pipe	3.00	240.00
60	lin. ft.	30" Corr. Iron Pipe	4.10	246.00
20	lin. ft.	48" Concrete Pipe	11.00	220.00
170	lin. ft.	Salvaging Culvert Pipe	1.00	170.00
12,000	cu. yds.	Crushed Rock Surfacing	2.15	25,800.00
1,000	cu. yds.	Filler	0.40	400.00
1,000	yd. mi.	Hauling Filler	0.15	150.00
500	M-Gal.	Sprinkling	2.00	1,000.00
		Sub-total		$ 29,821.00
		10% Engr. & Cont.		2,982.10
		Total		$ 32,803.10

Length of Roadwork 6.640 miles
Cost per mile $ 4,940.22

NRS Funds Requested- $ 28,073.10
State Funds- 4,730.00

$ 32,803.10

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1930; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

Stencil No. 121

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. (1935) Oregon NRS 213-E ~~213-F~~ ~~213-G~~

POST OFFICE BUILDING
PORTLAND, OREGON

May 1, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered [redacted] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

/ PR 213-E

Hwy 24849

Form P. R. 2

State Oregon

U. S. Public Works Hwy.

Project No. NRS 213-E (1936)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of Jan, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 17th day of October, 1935, a project statement, which was approved by the Secretary on the 16th day of November, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 3rd day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventeen thousand, eight hundred twenty five and 50/100

dollars ($ 17,825.50) as the share of the United States payable under said act on account of Section B of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 587+71.5, a point in the SW 1/4 of Sec. 23, T 5 N, R 4 W, and survey station 688+55, a point in the SW 1/4 of Sec. 26, T 5 N, R 4 W, of W.M., (excepting therefrom steel bridge and approaches between stations 614+45.6 and 617+20.6),

, length 1.862 miles, in Columbia County, being Section B of Oregon U.S.Pub.Wks.Hwy. project No. HRS 2B 1(1935), consisting of 1.862 miles of roadway and no bridges, each of more than 20 feet clear span, known locally as the Pittsburg-Vernonia Section of the Nehalem Highway.

8 -5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of seventeen thousand, eight hundred twenty five and 50/100 dollars ($17,825.50), certified to the Secretary of the Treasury as above mentioned, which does not exceed the amount authorized by Federal appropriation for

the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 284,

(Include reference to statute authorizing funds and probable amount annually available)

Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of April, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____

Acting Chief, Bureau of Public Roads

8-5318

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. NRS 213-E (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $17,825.50 as the total estimated cost of said project, and the sum of $17,825.50 as the share of the United States, payable under said acts on account of such project, which does not exceed the Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 22d day of April one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By C. J. Nelson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—6830

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 18, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to copies of Contract No. 1693 for Oregon U.S.Public Works project NRS 213-E (1935), recently forwarded to this office.

Our copy of the proposal does not include the revised sheet No. 30 and additional sheet No. 31, where reference is made to reduced freight rates. Please forward us three copies of these sheets so that we may forward copies of this contract.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

213-E

January 14, 1935

Mr. A. T. Dolan
Tillamook, Oregon

Dear Sir:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 1693 which was awarded on December 27 to you for resurfacing and bituminous macadam construction on the Pittsburg-Vernonia Section of Nehalem Secondary Highway in Columbia County.

This copy is sent to you for your records and files.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MC

Secretary

January 5, 1935

Mr. W. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Pittsburg-Vernonia Section, Project No. BRS 213-E (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 213-B (1933)

PITTSBURG-VERNONIA SECTION OF THE

MEDALEN HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 4, 1933

300	cu. yds.	Excavation, Single Classification	$0.75	$ 225.00
1.9	miles	Roadbed Finishing	300.00	570.00
3,200	cu. yds.	Crushed Rock Surfacing	2.05	6,560.00
200	cu. yds.	Filler	0.50	100.00
200	yd. mi.	Hauling Filler	0.25	50.00
200	M-Gal.	Sprinkling	1.50	300.00
1,750	cu. yds.	Mineral Aggregate in Place	2.40	4,200.00
140	tons	No. 3 Road Oil in Place	30.00	4,200.00
		Sub-total		$ 16,205.00
		10% Engr. & Cont.		1,620.50
		Total		$ 17,825.50

Length of Roadwork 1.862 miles

Cost per mile $ 9,573.30

NRS Funds Requested- $ 17,825.50

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920, Chap. 248, laws 1931

State Funds for Maint: Chap. 41, laws 1927; Chap. 248, laws 1931.

Seattle 19 7-17-34 10m

TELEPHONE: MAIN 7772

McCOLLISTER & CAMPBELL, INC.
GENERAL AGENT
UNITED STATES FIDELITY AND GUARANTY COMPANY
RAINIER BUILDING, 208 MARION STREET
SEATTLE, WASH.

January 4, 1935

2135

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Contract No. 1693, Construction Nehalem Secondary Highway, Columbia County, Pittsburg-Vernonia Section.

We are sending you under separate cover four copies of the contract and bond executed on behalf of A. T. Dolan, the successful bidder on the above project.

We will appreciate it, after these have been signed by the Highway Commission and others, if you will arrange to let us have a copy of same for the files of theSurety Company.

Trusting that you receive these in good condition, we are

Very truly yours,

McCOLLISTER & CAMPBELL, Inc.,

By D. H. McCollister

DHM-S

213-E

December 31, 1934

Mr. A. T. Bolan
Tillamook, Oregon

Dear Sirs

For use in connection with the Pittsburg-Vernonia Section which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Old Post Office Building, Portland, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

cc W. E. Chandler
F. D. Eason

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 27, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works highway project No. NRS 213-E (1935), Pittsburg-Vernonia section of the Nehalem Secondary Highway, to A. T. Dolan of Tillamook on the basis of his low bid of $20,525.00 for the road oil alternate.

It is our understanding from your wire of this date that all questions concerning code compliance have been satisfactorily settled.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

December 22, 1954

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
P. O. Box 5300
Portland, Oregon

Dear Sir:

Responding to your communication of December 21, regarding U. S. Public Works highway projects NRS 213-E and F (1935), Nehalem Highway, this is to advise that within one year subsequent to the completion of the surfacing contract we will arrange to widen these bridges either by contract or with our own forces to a minimum of 20'.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. C. B. McCullough
Mr. S. H. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 3, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project No. NRS 213-E (1935), the Pittsburg-Vernonia section of the Nehalem Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

fm

November 28, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of estimate to accompany plans and specifications for the Vernonia-Pittsburg Section, Project No. NRS 213-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 213-E (1935)

PITTSBURG-VERNONIA SECTION

OF THE MEDALIA HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans. Not as basis for project agreement).

Salem, Oregon, November 28, 1934

300	cu. yds.	Excavation, Single Classification	$ 0.50	$ 150.00
1.9	mile	Roadbed Finishing	200.00	380.00
3,200	cu. yds.	Crushed Rock Surfacing	2.00	6,400.00
200	cu. yds.	Filler	0.50	100.00
200	yd. mi.	Hauling Filler	0.20	40.00
200	M-Gal.	Sprinkling	1.50	300.00
1,750	cu. yds.	Mineral Aggregate in Place	3.00	5,250.00
140	Ton	No. 3 Road Oil in Place	30.00	Alternate
166	Ton	Tar in Place	26.00	4,316.00
		Sub-total		$ 16,936.00
		10% Engr. & Cont.		1,693.60
		Total		$ 18,629.60

Length of Roadwork 1.862 miles

Cost per mile $ 10,005.15

NRS Funds Requested..... $ 18,629.60

CONTRACT#1694,

1794

NRM 190-D South Ashland Sec., Paving 1934

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRM 190-D (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered [redacted] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Agr. 25267

Form P. R. 2

State ------Oregon----------

U. S. Public Works Dep't. Project No. ~~NRM-190-D~~ (1955)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 9th day of November, 1932, a project statement, which was approved by the Secretary on the 17th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 1st day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ten thousand, two hundred eighty and 60/100

dollars ($10,280.60) as the share of the United States payable under said act on account of Section D of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at the intersection of Garfield and Main Street, and survey station 11+88 at the intersection of Wightman and Main Streets, all in the city of Ashland,

, length 0.225 of a mile, in Jackson County, being Section D of Oregon U.S.Pub.Wks.Hwy. (1935) project No. NRM 190, consisting of 0.225 of a mile of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~ known locally as the South Ashland section of the Pacific Highway, between official control points, a point on the Oregon-California line near Hilt and Ashland.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ...D... of said project shall not in any event exceed the sum of ..ten thousand, two hundred eighty and 60/100.....

dollars ($10,280.60 ...), certified to the Secretary of the Treasury as above mentioned, which ~~sum~~

~~is to be paid from the National Forest, parks and forest~~

~~dollars (~~ ...is... ~~xx~~ the approved total estimated cost of Section ...D... of said project.

PAYMENTS

ARTIELE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ...the State Treasurer...

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ...Oregon...

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitations upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

...Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23d day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E. R. Rodmond

Member, State Highway Commission
(Title of officer)

By Chas. Washburn

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S-3518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks.Hwy. IRM 190-D (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 10,280.60 as the total estimated cost of said project, and the sum of $ 10,280.60 as the share of the United States, payable under said acts on account of such project, which [redacted] 1a said total estimated cost.

Done at the city of Washington, this 23d day of January one thousand nine hundred and thirty-five.

SECRETARY OF AGRICULTURE,

By [signature]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4830

#1694

April 25, 1935

193 D

Maryland Casualty Company,
Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. 1694 for the construction of the South Ashland Section of the Pacific Highway in Jackson County, has been completed by the contractors, Mountain States Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after May 4, 1935.

The State has been advised of a claim by the Ashland Lumber Company, for material furnished. Amount of claim was not stated. You are advised that the State assumes no responsibility for this claim, or for any claims which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract, including the final payment will be $9,520.83.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

1694

1908

April 10, 1935

Ashland Lumber Company
Ashland, Oregon

Attention: Mr. H. C. Sparr

Gentlemen:

Reply is made to your inquiry of April 9th concerning payments of the Mountain States Construction Company in connection with its contract with the State Highway Commission for the construction of the South Ashland Paving Project on the Pacific Highway.

Our records show that this job was completed on March 18, 1935, and was accepted by formal action of the State Highway Commission on March 28, 1935. However, final payment has not yet been made. Semi-final payment in the amount of $1,668.97 is being mailed to the contractor today. We still have a retained percentage amounting to $700.95 which will be paid as soon as the field notes have been finally checked in this office for discrepancies. In addition to the above semi-final payment, we have paid this contractor the sum of $7,150.91.

According to the records the bond furnished by the contractor in connection with the job, was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc. of Oregon are local agents with offices in room 1312, Public Service Building, Portland. This company maintains their principal offices in the Washington Building, Tacoma, Washington.

In order to hold the bond responsible and liable for your claim, you should file notice of your claim to the Secretary of State prior to the expiration of a period of six months from the date of completion and acceptance of the job by the Highway Commission. In the event that you do not secure satisfaction from the contractor in a reasonable length of time, I would suggest that you take the matter up with the bonding company, and if no satisfaction is obtained by so doing, then file your notice with the Secretary of State. You should consult your lawyer with regard to details.

Very truly yours,

HBG:OG

Secretary

April 10, 1935

1694

H. B. G.

The have reference to Cont. #1694 - Aouth Ashland Section of the Pacific Highway in Jackson County -

This contract was completed March 18th, 1935 and I think was accepted March 28th.

The contractors have been paid $7,150.91 to date and the retained percentage is $700.95. The semi-final payment which is not included in the above paid to date, which is in amount of $1,668.97 is being mailed to the contractors to day. (Perhaps they will pay this claim out of this estimate)

The bond furnished in connection with this contract was written by the Maryland Casualty Company, Hansen & Rowland, Agents, Public Service Bldg. Portland or Washington Bldg., Tacoma.

Today we are in receipt of a check amounting to about one-third of our bill against the Contractor, although payment in full was promised us promptly whenever he received his payment from the State.

We believe final settlement was made on this job. Will you please verify this, and if this is not the case please tell us the amount that has been paid the Contractor to date, also as nearly as you can do so, when final settlement will be made.

Also please give us the name and address of the Bonding Company, or whoever it was that went on the Bond.

We will duly appreciate any suggestion that you may make as to the best proceedure for us to follow so as to collect the balance due us.

As we think very highly on Mr. Fred H. Lindsay we surely do not want to offend him in any way. We are borrowing in order to carry this account and need the money badly.

Thanking you in advance, we are,

Very truly
ASHLAND LUMBER CO
By H. C. Sparr

HCS-■

ASHLAND LUMBER CO.

ASHLAND, OREGON

April 9th., 1935

R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear sir

We furnished all of the cement tnat was used by the Mt States Construction Co in the So Ashland Pavement Widening Job.

Today we are in receipt of a check amounting to about one-third of our bill against the Contractor, although payment in full was promised us promptly whenever he received his payment from the State.

We believe final settlement was made on this job. Will you please verify this, and if this is not the case please tell us the amount that has been paid the Contractor to date, also as nearly as you can do so, when final settlement will be made.

Also please give us the name and address of the Bonding Company, or whoever it was that went on the Bond.

We will duly appreciate any suggestion that you may make as to the best proceedure for us to follow so as to collect the balance due us.

As we think very highly on Mr. Fred H. Lindsay we surely do not want to offend him in any way. We are borrowing in order to carry this account and need the money badly.

Thanking you in advance, we are,

Very truly
ASHLAND LUMBER CO
By H. C. Sparr

HCS-w

19-D

March 30, 1935

Maryland Casualty Company
Hansen & Rowland Inc.
Washington Building
Tacoma, Washington

Gentlemen:

This is to advise you that it is the intention of the State Highway Commission to make semi-final payment to the Mountain States Construction Company on or after April 10, 1935, on contract No. 1694, covering pavement construction on the South Ashland Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of this letter.

Yours very truly,

MC

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 26, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U. S. Public Works project No. NRM 190-D (1935), South Ashland section, Pacific Highway, was made by a representative of this office on March 30, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. M. Davis.
L. M. Davis
Highway Engineer

FORM S-A-1 16819 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 19, 1935.

19?5

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: M. M. FINKBINER

Dear Sir:

Attached hereto you will find a comparison of the screen analysis of the bituminous mixture recently placed on the South Ashland Section as obtained by laboratory tests and by tests at the plant.

You will note the percent of 10 to 200 mesh material and asphalt both are almost the same on lab and plant reports but that lab shows 6.1% compared with plant 2.9% for 200 mesh dust. On the single test for cutback, lab shows 4.1% compared with 0.2% for 200 mesh. In the separate analysis in the sand alone, lab shows 17% compared with plant 8.4% passing 200.

I try to keep a close check on the 200 mesh and asphalt in our mixes and you know it is hard to keep the 200 mesh up so I was agreeably suprised with the lab reports on 200 mesh but think we should secure closer agreement between lab and plant in order that corrections may be made at the time plant tests are made.

Please advise if I can be of service in the matter and return the test reports.

Very truly yours,

cc. R. H. Baldock

E. A. COLLIER
Division Engineer

EAC:AWF

NOTED

March 16, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the South Ashland Section, Project No. NRM 190-D (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 190-B (1935)

SOUTH ASHLAND SECTION OF

THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 2, 1935

500	cu. yds.	Excavation	$ 0.75	$ 375.00
2,600	sq. yds.	Portland Cement Concrete Pavement	2.15	5,590.00
300	lin. ft.	Expansion Joints	0.17	51.00
1,400	lin. ft.	Contraction Joints	0.05	70.00
1,300	only	Dowels	0.20	260.00
250	tons	Class "B" Asphaltic Concrete	7.50	1,875.00
150	tons	Cut-back Asphalt Wearing Surface	7.50	1,125.00
		Sub-total		$ 9,346.00
		10% Engr. & Cont.		934.60
		Total		$ 10,280.60

Length 0.225 mile
Cost per mile $ 45,709.33

NRM Funds Requested- $ 10,280.60

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931
State Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

Form 338—5M—2-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section South Ashland

Highway Pacific

Contractor Mt. States Const. Co.

Date of contract Dec. 27, 1934

Date work started Jan. 15, 1935

Amount of contract $ 9346.

Estimated cost of completed project, exclusive of engineering $ 9346.

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 503., 5.4 %

For Week Ending March 16, 1935

Kind of work Paving

Section prefix 15 P P

Contract number 1694 NRM 190 D

Date of completion June 30, 1935

Estimated date of completion March 31, 1935

Per cent of time elapsed 42.9 %

Date project was completed March 18, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Monday— 1 foreman, 5 laborers, 2 small trucks and drivers, hauling material and completing the grading of street approaches along east side.

Tuesday— Small crew at the asphaltic concrete mixing plant and small crew on the street preparing to start paving.

Wed.— Started asphaltic concrete paving, operated plant 8 hrs. produced 113 tons. B mix

Thur.— " " 1½ " " 21 " B mix

Worked from 6;30 to 8 AM. Stopped on account of rain.

Friday.— Operated plant 10 hrs 83½ " B mix

7 " cut bk

Sat— " " 9 " " 127½ " " "

7½ " B mix

Total— Operated plant 28½ hrs. Produced 225 tons B mix, 134½ tons cut bk w. surface.

Average production - about 13 tons per hr.

This job complete Mar 18, 1935.

P. P. Whitmore

Signed P. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING PC Concrete
Miles in project	0.2			Asphaltic Concrete	0.2
Miles partially completed	0.2				0.2
Miles completed				360	2690
Total estimated quantities	960			[illegible] tons	[illegible] sq yd
Estimated quantities moved or placed to date	960			360	2690 " "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				25	

Percentages of men employed on contract to be secured from:

Jackson County, 100 %; ..... County, ... %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Jackson COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men	17					3	20
Men and teams	2						2
Men and trucks under 3 tons	3						3
Men and trucks over 3 tons							
Men and tractors							
	22					3	25

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers 1, Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., small trucks 3

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Mar 10 Sunday	Fair		
11 Monday	"		
12 Tuesday	"		
13 Wednesday	"		
14 Thursday	Rain	7	Rain
15 Friday	Fair		
16 Saturday	"		

December 31, 1934

1409

Mountain States Construction Co.
1644 Washington Street
Eugene, Oregon

Gentlemen:

For use in connection with the South Ashland Section which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, City Hall, Medford, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

cc E. A. Collier
P. P. Whitmore

FORM S-A-1 10610 15M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

It appears that considerable borrow will be required to construct embankments on the South Ashland paving project and that less excavation is available than our preliminary estimate indicated.

The contractor has agreed to furnish borrow material at the same price bid for excavation and this price is to include all clearing, excavating, hauling, spreading and compaction of embankments as provided in the specifications for excavation and embankment. The source of this material is a lot in the center of Ashland on which the soil is granite and the bottom part of the excavation will make excellent topping for the shoulders.

Since our specifications did not cover borrow made off the project it appeared advisable to write up a price agreement and the is attached hereto. Since the price is the same it may not be necessary to show another item on the estimates. Please advise if you wish another item shown or shall we show excavation and borrow as excavation? No additional authorization is required at this time.

At the time the plans were sent in, paving was contemplated on the south side only and no cross sections were taken for the north side. Later paving was planned for both sides and we underestimated the amount of embankment and overestimated the amount of excavation but with this price agreement hope to complete the project within the authorization.The contractor started work last week but has been delayed on account of snow.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

NOTED

FORM S-A-1 16810 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

1929

Jan. 23, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATIN: H. G. SMITH

Dear Sir:

Mr. Lindsey has asked if he can mix concrete for the Ashland paving job at Lininger's plant and haul it in small truck 2.5 miles to the job. It would probably take 7.5 minutes from mixer to street.

The mix would be fairly dry and I doubt if much separation would occur. However this is a longer haul from mixer to street than I have heretofore permitted. Please advise at your early convenience.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

State Highway Engineer

January 14, 1935

1908

Mountain States Construction Co.,
1644 Washington Street
Eugene, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 1694 which was awarded to you on December 27 for paving the South Ashland Section of the Pacific Highway in Jackson County.

This copy is sent to you for your records and files.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MC

Secretary

190B

January 2, 1935

Mr. Oscar Cutler
O F F I C E

Dear Sir:

I am attaching five copies of the maintenance agreement with the City of Ashland providing for the maintenance of the South Ashland Section of the Pacific Highway. These have been signed by the Commission.

I am holding one copy of the agreement until I have written up the minutes.

Yours very truly,

O. Cutler 1/26/35

HBG:MC

Secretary

encl.

Mr. Gaiser:

Herewith maintenance agreement signed by city authorities of Ashland for project HRM 157C on S. Main St. Boulevard. These are ready for signature of Highway Commissioners.

Ruth

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 27, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works project NRH 190-D (1935), the South Ashland section of the Pacific Highway, to the low bidders, Mountain States Construction Co., Eugene, Oregon, but upon which project award of contract was withheld pending adjustment of specifications.

This concurrence is conditioned upon the provision mentioned in your wire of this date that all asphaltic concrete will be weighed.

Very truly yours,

W. H. LYNCH
District Engineer

1908

December 21, 1934

Mr. John Gardner
1038 High Street
Klamath Falls, Oregon

Dear Sir:

I am returning to you herewith your proposal for the paving of the South Ashland Section of the Pacific Highway in Jackson County, which you submitted to the State Highway Commission atits meeting held yesterday in Portland.

Your bid was not read at the meeting due to the fact that you were not prequalified as required by law, your bid being in excess of $10,000.00. The Commission regretted that it could not consider your bid, but there was no alternative in view of the statutes covering the matter of prequalificati n.

The bond furnished in connection with your bid is also enclosed.

Very truly yours,

HBG:OG
encls.

Secretary.

cc Standard Accident Insurance Company
A. D. Trunkey, Agent
Spalding Building
Portland, Oregon

DIRECTORS
O. D. FISHER
CHAIRMAN OF THE BOARD
JOSHUA GREEN
VICE CHAIRMAN OF THE BOARD
JOHN S. BAKER
RALPH H. BALDWIN
B. E. BUCKMASTER
MRS. A. SCOTT BULLITT
C. H. CLARKE
NEIL COONEY
J. F. DOUGLAS
A. S. ELDRIDGE
H. K. DENT
PRESIDENT

GENERAL INSURANCE COMPANY OF AMERICA

SEATTLE

DIRECTORS
J. A. HUMBIRD
RICHARD E. LANG
HENRY McCLEARY
W. L. McCORMICK
J. P. McGOLDRICK
J. T. McVAY
A. W. MIDDLETON
HARRY T. NICOLAI
GEO. J. OSGOOD
WM. G. REED
R. E. SLAUGHTER
F. C. TALBOT
F. R. TITCOMB

WILLIS E. MAHONEY AGENCY
213 FIRST NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

CABLE ADDRESS
"GENERAL"

December 18, 1934

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In connection with the enclosed bid on the paving the South Ashland Section on the Pacific Highway in Jackson County, Oregon, please permit me to say that I have mailed my qualification blanks to the State Highway Commission at Salem.

It is possible that these qualification blanks will not be received by your department five days prior to the opening of the bids.

However, I have conditioned my bid on the fact that the State Highway Department will furnish and place the Class "B" Asphaltic Concrete, and the Cutback Asphalt Wearing Surface.

The above two items will amount to approximately $3,000.00.

In view of this I would appreciate consideration of your body in accepting my bid even though the total amount slightly exceeds $10,000.00.

Very truly yours,

John Gardner,
Contractor.

JG:K

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 1, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project NRM 190-D (1935), the South Ashland Section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising, subject to the condition that no award of contract can be made pending approval of the revised NRM program dated November 19, 1934.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Copies of the usual town resolution by the City of Ashland should be obtained as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

November 28, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of estimate to accompany plans and specifications for the South Ashland Section, Project No. NRM 190-D (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 190-D (1935)

SOUTH ASHLAND SECTION IV

THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, November 28, 1934

500	cu. yds.	Excavation	$ 0.70	$ 350.00
2,600	sq. yds.	Portland Cement Concrete Pavement	2.25	5,850.00
300	lin. ft.	Expansion Joints	0.20	60.00
1,400	lin. ft.	Contraction Joints	0.06	84.00
1,300	only	Dowels	0.20	260.00
250	Tons	Class "B" Asphaltic Concrete	9.00	2,250.00
150	Tons	Cut-back Asphalt Wearing Surface	9.00	1,350.00
		Sub-total		$ 10,204.00
		10% Engr. & Cont.		1,020.40
		Total		$ 11,224.40

Length 0.225 mile

Cost per mile $ 49,886.22

NRM Funds Requested..... $ 11,224.40

CONTRACT #1695,

NRM 173-A East Rainier Sec., Grading 1935

1695

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NHM 173,A
East Rainier Sec. of Columbia Riv. Hwy.

POST OFFICE BUILDING
PORTLAND, OREGON

173 C

November 6, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the _____ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

Encls.

Jon

Oregon U. S. Public Works Highway
Project No. NRM 173, Section A

44 Jan 25270

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 2, 1935 by the Oregon State Highway Commission, and on May 27, 1935 by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section A of U. S. Public Works Project no. NRM 173; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section A to provide for terminating the project at survey station 616+85, thereby decreasing its length from 0.334 of a mile to 0.331 of a mile; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said Section A be increased from $29,500.00 to $37,508.96:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of

said surveys, plans, specifications and estimate and the sum of thirty-seven thousand, five hundred eight and 96/100 dollars ($37,508.96), as the share of the United States payable under said act on account of said Section A which is the approved total estimated cost thereof:"

Article II shall read:

"Article II. This agreement covers the following highway as described in detail in said surveys, plans and specifications:

"Between survey station 599+36 on the section line between sections 15 and 22, T. 7 N., R. 2 W., W.M., the east corporate limits of the City of Rainier, and survey station 616+85, an extension of Commerical Street in Rainier in the south half of Section 15, T. 7 N., R. 2 W., W.M., length 0.331 of a mile, in Columbia County, being Section A of Oregon U. S. Public Works project No. NRM 173, consisting of 0.331 of a mile of roadway and no bridges of more than 20 feet clear span.

Clause (b) of Article III shall be and is hereby stricken out.

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said Section A shall not in any event exceed the sum of thirty-seven thousand, five hundred eight and 96/100 dollars ($37,508,96), certified to the Secretary of the Treasury as above mentioned, which is the approved total estimated cost of said Section A."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 20th day of August 1936, and the Secretary of Agriculture on the 28th day of Oct. 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry L. Cabell
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By F. L. Toll
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By _____
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Project No. ERM 173-A, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 37,508.96 in lieu of the $29,500.00 approved by Cert. of May 27, 1935 as the total estimated cost of said project, and the sum of $ 37,508.96 as the share of the United States, payable under said acts on account of such project, which [redacted] is [redacted] said total estimated cost.

Done at the city of Washington, this 28th day of Oct. one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By C. M. Stacy
Acting Chief, Bureau of Public Roads.

J.Bo

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4630

173-C

February 10, 1936

Portland Gravel Company
39 S. E. Salmon Street
Portland, Oregon

Gentlemen:

The State Highway Commission awarded to you, on February 7, 1936, the contract for the construction of the undercrossing of the United Railway Company's tracks on the Columbia River Highway, 1.8 miles north of the north city limits of Portland. This award was based on your bid of $42,500.75.

You may consider this letter as our request and our authority to commence construction operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate date work will begin and the number of men who will be employed on this job.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MD Secretary

cc - Bridge Department
W. E. Chandler

1734

November 1, 1935

Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Attention: F. Tunnard.

Gentlemen:

Receipt is acknowledged of your letter of October 30th with further reference to the E. C. Hall Contract No. 1695 - East Rainier Section in Columbia County.

You are advised that the warrant in amount $1,458.50, covering final payment on this contract was mailed to Mr. Hall on October 31, 1935.

We do not know if the claim of L. B. Hickox & Company against this contract has been settled as we have not been notified.

Very truly yours,
STATE HIGHWAY COMMISSION,
By
Secretary.

Dict. by J. McFarland.

#1695
Columbia Co

HANSEN & ROWLAND INC.

GENERAL AGENTS

TACOMA - SEATTLE - PORTLAND

SURETY BONDS GENERAL INSURANCE

H. T. HANSEN, PRES.

I. C. ROWLAND, SECY.

TACOMA, WASHINGTON

October 30, 1935

THIS COMMUNICATION IS SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 44937 - E. C. HALL to STATE OF OREGON -
East Rainier Section of Columbia River Highway
in Columbia County, Oregon

Gentlemen:

With reference to our letter of October 15th, in connection with the above captioned bond, we would appreciate your advising us that final settlement has been made with the above contractor and that the claim of L. B. Hickox & Company of Rainier, Oregon, in the amount of $510.91 has been paid.

Thanking you in advance for this information, we are

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents

By G Gunnard
Surety Bond Department

MF

Secretary.

Dict. by J. McFarland.

10555

#1695

173-A

October 18, 1935

Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Attention: F. Tunnard.

Gentlemen:

Reference is made to your letter of October 15th concerning the E. C. Hall Contract No. 1695 - East Rainier Section of the Columbia River Highway in Columbia County.

You are advised that this contract was completed August 9, 1935 and was accepted August 14, 1935. Final payment is amount of $1,458.50, will be made within the next few days.

We have not been advised as to whether or not the L. B. Hickox & Company claim, in amount of $510.91, has been settled.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

HANSEN & ROWLAND INC.

GENERAL AGENTS

TACOMA - SEATTLE - PORTLAND

SURETY BONDS GENERAL INSURANCE

H. T. HANSEN, PRES.

I. C. ROWLAND, SECY.

TACOMA, WASHINGTON

October 15, 1930

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Re: Bond No. 4[illegible] - H. J. Hall to STATE OF OREGON -
Post Rainier Section of Columbia River Highway
in Columbia County, Oregon.

Gentlemen:

With further reference to your letter of September 31st, in connection with the above contract, we would appreciate your advising us that final settlement has been made with the above contractor and that the claim of L. P. Wickox & Company of Rainier, Oregon in the amount of $[illegible].21 has been paid.

Thanking you in advance for this information, we are

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents

By J Gunnard
Surety Bond Department

4124(1)

VF

By
Secretary

JM:MBL

#1695

173A

September 21, 1935

Maryland Casualty Company
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1695 for the construction of the East Rainier Section of the Columbia River Highway in Columbia County has been completed by the contractor, E. C. Hall, and that final settlement will be made by the State with the above contractor for work performed on this contract on or after October 1, 1935.

The State has been advised of a claim of L. B. Hickox & Company, Rainier, Oregon, in the sum of$510.91 for material furnished. You are advised that the State assumes no responsibility for this claim or for any claims that may be filed against this contract. This notice is served upon you as you appear as surety on the bond furnished in connection with this contract.

For your information we wish to advise that the total amount paid the above contractor in connection with this work will be $41,520.22, including the final payment. Of this amount $346.95 was for forced county work.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:MBL

#1695

173 a

September 20, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
Washington Building
Tacoma, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E. C. Hall, on contract No. 1695 for the construction of the East Rainier Section of the Columbia River Highway in Columbia County.

This payment will be made on or about September 30, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

#1695

September 16, 1935

L. B. Hickox & Co.
Rainier, Oregon

Attention: Mr. Held

Gentlemen:

Relative to your request that we withhold payment to E. C. Hall & Co. on the East Rainier Project, this will advise that we have found it inexpedient to withhold payments to contractors pending settlement of disputed claims, and that we, therefore, cannot withhold payment to Mr. Hall.

We endeavor to protect material dealers against insolvency of contractors and against unreasonable delay in payment of admitted claims, but, for reasons which are apparent, we do not attempt to adjudicate disputes.

It will probably be about ten days or two weeks before final payment on the contract will be made.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

OFFICE PHONE
1941

PLANT PHONE
1861

L. B. HICKOX & CO.

CRUSHED ROCK--RIPRAP
MASON AND CONCRETE SAND

RAINIER, OREGON

Sept I3,I935

Oregon state Highway Commission

Salem Oregon. (For the attention of Mr.S.H.Probert please)

Gentlemen:

We are writing you relative to the crushed rock and sand that our company furnished E.C.Hall & Co. East Rainier section of the lower columbia river highway,there is a dispute over the yardage used in the paving, and also a difference in the shoulder yardage of 77½ yards for wich we have your state tickets for, my yardage checks with his finial estamate.yardage, but Mr.Hall has paid me for 77½ yards less then his estamate yardage, the difference between us is $5I0.9I so if you will please hold up payment on Hall & Co. finial estamate and give us a chance to get this matter settled up it would be very much appreciated.

Your Mr. S.H. Probert will recall that the writer phoned him longdistance yesterday relative to this matter.

We are also taking this matter up with Mr.Hall & Co. Surety Co. to see if we can arrive at a settlement.

Maryland Casualty Co. of Baltimore Maryland. Hansen & Rowland Inc. are their agents. I3I2 Public Service Bldg. Portland Oregon.

Yours Very Truly

L.B.Hickox & Co.

By C. J. Hall Mgr.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of U.S.P.W. Proj. NRM 173-A (1935), East Rainier Section, Columbia River Highway, Columbia County, _____, was made by a representative of this office on August 8, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Form 735-51 4-35

RECEIVED
SEP 3 - 1935
DIVISION ENGINEER

175

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT "SEMI-FINAL REPORT"

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 31, 1935

Section: East Rainier
Highway: Columbia River
Contractor: E. O. Hall
Date of contract: 1-31-35, 193...
Date work started: 2-13-35, 193...
Amount of contract: $38,835.50
Estimated cost of completed project, exclusive of engineering: $41,800.00
Per cent of contract completed, based on total contract price: 100%
Engineering costs to date, $3,400.00, 8.13%

Kind of work: Grading & Paving
Section prefix: S-1101
Contract number: 1695
Date of completion: 7-31-35, 193...
Estimated date of completion: Completed 8-9-35, 193...
Per cent of time elapsed: 105%
Date project was completed: , 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This contract job was completed August 9 and the semi-final on same was completed Wednesday and sent into the Salem office, Thursday, with L. D. Mars.

Cecil Gall met Mr. Eason here Tuesday to get lined out on a location project in Tillamook County.

L. D. Mars has taken charge of the work both here and at Vernonia that Cecil Gall was looking after. Mr. Mars was on this job Thursday and went over the work that is to be done.

Ernest Hartman, transit-rodman, and John Pearl, chainman, will continue with Mr. Gall and will report to the Tillamook job next Tuesday.

A few days work remain to be done on this job, setting reference and right of way markers.

Engineering appears high due to extension of contract and necessity of establishing an entirely new office at start of job.

Signed: L. D. MARS
Resident Engineer

Address: Rainier, Oregon

By

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.47				.46
Miles partially completed					
Miles completed	.47				.46
Total estimated quantities	32,700				5,450
Estimated quantities moved or placed to date	34,850				5,315
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM S-A-1 10183 10M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 24, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

Dear Sir:

Immediately upon receipt of your letter, conditions were investigated by Mr. Eason and myself on the Lower Columbia River project near Rainier.

On about June 8 there was a very heavy rain and hail storm, very nearly of water spout proportions, which hit this project. Due to the long slopes, the hail ran down the slopes and piled on the road, in some cases nearly two feet deep. As you know, this section is being regraded, and part of it has no surface; therefore, traffic was stopped almost immediately, as no traction could be obtained for the wheels.

They started immediately to pull cars with "cats" and any vehicles they could get, and several trucks were started hauling rock. Almost an hour after the storm hit, traffic was going through and has been ever since. At times it has been inconvenienced, but every effort has been made to keep it going smoothly. I can see, however, where there might have been considerable complaint, but we are doing everything possible to keep the inconvenience down to a minimum.

Yours very truly,

WM. E. WALDER,
Division Engineer

WEC:AM

Condition

June 10, 1935

Mr. H. G. Smith,
Construction Engineer
O F F I C E

Dear Sir:

Mr. Ray Conway called up this morning and said there was considerable complaint about the road conditions on the Lower Columbia River Highway near Rainier due to our construction operations. Please give this your immediate attention and arrange to correct the conditions that are inimical to highway transportation, in so far as that is possible.

Yours very truly,

State Highway Engineer

RHB:MC

cc - Ray Conway

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. NRM 173

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

COPY SENT DISTRICT ENGINEER

Fdp 25275

Form P. R. 2

State Oregon

U.S.Public Works

Project No. [illegible]-173, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 14th day of October, 19 31, a project statement, which was approved by the Secretary on the 30th day of November, 19 31, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 16th day of January, 19 35; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

twenty-nine thousand, five hundred and no/100

dollars ($ 29,500.00) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act, and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920 and Chap. 58, Laws of 1931.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 599+36 on the section line between sections 15 and 22, T 7 N, R 2 W, W.M., the east city limits of Rainier and survey station 617+00 on extension of Commercial Street in Rainier in the south half of Section 15, T 7 N, R 2 W, W.M.

, length 0.33⅓ of a miles, in Columbia County, being Section A of Oregon U. S. Public Works project No. NRA-173, consisting of 0.33⅓ of a miles of roadway and no bridges, of more than 20 feet clear span, known locally as the East Rainier section of the Columbia River Highway between official control points Astoria and Portland.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934 will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said executive order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of twenty-nine thousand, five hundred and no/100 dollars ($ 29,500.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-seven thousand, five hundred eight and 96/100 dollars ($ 37,508.96), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927, Chap. 88, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

9—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 27th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By .....

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By Chas L Washburne

Member, State Highway Commission
(Title of officer)

By .....

.....
(Title of officer)

By .....

.....
(Title of officer)

SECRETARY OF AGRICULTURE,

By .....
Acting *Chief, Bureau of Public Roads*

8—5518

A

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. [illegible]-173-A State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 37,508.96 as the total estimated cost of said project, and the sum of $ 29,500.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 27th day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By [signature]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4839

NRM 173-A

February 8, 1935

Mr. E. G. Hall
775 W. 11th Avenue
Eugene, Oregon

Dear Sir:

For use in connection with the East Rainier Grading and Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Old Post Office Building, Portland, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. O. C. Yocom

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRM 173-A (1935), East Rainier section of Columbia River Highway, to E. C. Hall, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

January 18, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request of Mr. Davis by telephone, we are enclosing herewith six copies of revised estimate for the East Rainier Section.

To take up the unobligated balance of 1934 NRM Funds it is our request that government cooperation for this project be made from those funds and the project designation has, accordingly, been changed to No. NRM 173-A.

Our computations show the unallotted balance of 1934 NRM Funds to be $24,401.67, this amount taking into consideration the revised set-up for Project NRM 168-G shown by the agreement estimate sent to your office today. If you are unable to check this amount, please revise the enclosed copies of estimate to conform with your records.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 173-A

EAST RAINIER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 18, 1935

All Required		Clearing and Grubbing		$ 300.00
80	cu. yds.	Trench Excavation	$ 1.00	80.00
12,300	cu. yds.	Common Excavation	0.25	3,075.00
19,400	cu. yds.	Solid Rock Excavation	0.70	13,580.00
6,300	yd. sta.	Overhaul	0.02	126.00
7,900	yd. mi.	Truck Haul	0.15	1,185.00
0.3	mile	Finishing Roadbed and Slopes	200.00	60.00
1,000	lin. ft.	Rounding Cutbanks	0.10	100.00
40	lin. ft.	Salvaging Culvert Pipe	0.70	28.00
50	lin. ft.	18" Concrete Pipe	2.50	125.00
20	lin. ft.	24" Concrete Pipe	3.50	70.00
145	cu. yds.	Class "D" Concrete	25.00	3,625.00
21,000	lbs.	Metal Reinforcement	0.06	1,260.00
4,000	sq. yds.	Portland Cement Concrete Pavement	2.00	8,000.00
400	lin. ft.	Expansion Joints	0.20	80.00
2,100	lin. ft.	Contraction Joints	0.05	105.00
2,100	only	Dowels	0.20	420.00
1,800	lbs.	Tie Bars and Reinforcement	0.05	90.00
270	cu. yds.	Lower Course Cushion	.50	405.00
130	cu. yds.	Top Course Cushion	.50	195.00
400	cu. yds.	3" - 0" Shoulder Rock	1.50	600.00
165	cu. yds.	3/4" - 0" Shoulder Rock	1.50	247.50
100	cu. yds.	Rock Footpaths	1.50	150.00
120	cu. yds.	Filler	0.50	60.00
120	yd. mi.	Hauling Filler	0.20	24.00
			Sub-total	$ 33,990.50
			10% Engr. & Cont.	3,399.05
			Total	$ 37,389.55

Length 0.334 mile
Cost per mile $111,944.76

NRM Funds Requested	$ 24,401.67
State Funds	12,987.73
Total	$ 37,389.50

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 16, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S.Public Works project NRM 173-A (1935), the East Rainier section of the Columbia River Highway, have today been recommended for approval, subject to check of the culvert plans and your agreement to make any changes found to be necessary. This is your authority for advertising.

We should have copies of the usual town resolution.

Very truly yours,

W. H. LYNCH
District Engineer

Oregon State Highway Department

U. S. Public Works
Proj. No. NRM 173-A

EAST RAINIER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 20, 1935

All Required		Clearing and Grubbing		$ 734.06
80	cu. yds.	Trench Excavation	$ 1.00	80.00
12,300	cu. yds.	Common Excavation	0.30	3,690.00
19,400	cu. yds.	Solid Rock Excavation	0.68	13,192.00
6,300	yd. sta.	Overhaul	0.02	126.00
7,900	yd. mi.	Truck Haul	0.15	1,185.00
0.3	mile	Finishing Roadbed and Slopes	300.00	90.00
1,000	lin. ft.	Rounding Cutbanks	0.10	100.00
40	lin. ft.	Salvaging Culvert Pipe	1.00	40.00
50	lin. ft.	18" Concrete Pipe	2.00	100.00
20	lin. ft.	24" Concrete Pipe	4.00	80.00
145	cu. yds.	Class "D" Concrete	22.00	3,190.00
21,000	lbs.	Metal Reinforcement	0.05	1,050.00
4,000	sq. yds.	Portland Cement Concrete Pavement	1.90	7,600.00
400	lin. ft.	Expansion Joints	0.10	40.00
2,100	lin. ft.	Contraction Joints	0.05	105.00
2,100	only	Dowels	0.25	525.00
1,800	lbs.	Tie Bars and Reinforcement	0.05	90.00
270	cu. yds.	Lower Course Cushion	1.70	459.00
130	cu. yds.	Top Course Cushion	1.70	221.00
400	cu. yds.	3" - 0" Shoulder Rock	2.00	800.00
165	cu. yds.	3/4" - 0" Shoulder Rock	2.00	330.00
100	cu. yds.	Rock Footpaths	2.00	200.00
120	cu. yds.	Filler	0.40	48.00
120	yd. mi.	Hauling Filler	0.20	24.00
		Sub-total		$ 34,099.06
		10% Engr. & Cont.		3,409.90
		Total		$ 37,508.96

Length 0.334 mile
Cost per mile $ 112,302.27

NRM Funds Requested- - - -

January 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the East Rainier Section, Project No. NRM 173-A (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 173-A ~~(1935)~~

EAST RAINIER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 14, 1935

	All Required		Clearing and Grubbing		$ ~~300.00~~	300.00
80	~~110~~	cu. yds.	Trench Excavation	$ 1.00	~~110.00~~	80.00
12 [illegible]	~~13,000~~	cu. yds.	Common Excavation	0.25	~~3,250.00~~	3075.00
17400	~~19,700~~	cu. yds.	Solid Rock Excavation	0.70	~~13,790.00~~	13,580.00
6200	~~6,600~~	yd. stn.	Overhaul	0.02	~~132.00~~	126.00
7700	~~7,900~~	yd. mi.	Truck Haul	0.15	~~1,185.00~~	1185.00
03	~~0.45~~	mile	Finishing Roadbed and Slopes	200.00	~~90.00~~	60.00
1,000	~~1,200~~	lin. ft.	Rounding Cutbanks	0.10	~~120.00~~	100.00
40	~~60~~	lin. ft.	Salvaging Culvert Pipe	0.70	~~42.00~~	28.00
50	~~110~~	lin. ft.	18" Concrete Pipe	2.50	~~275.00~~	125.00
20	~~20~~	lin. ft.	24" Concrete Pipe	3.50	~~70.00~~	70.00
145	~~145~~	cu. yds.	Class "D" Concrete	25.00	~~3,625.00~~	3625.00
21,000	~~21,000~~	lbs.	Metal Reinforcement	0.06	~~1,260.00~~	1260.00
4,000	~~5,450~~	sq. yds.	Portland Cement Concrete Pavement	2.00	~~10,900.00~~	8000.00
400	~~600~~	lin. ft.	Expansion Joints	0.20	~~120.00~~	80.00
2100	~~2,900~~	lin. ft.	Contraction Joints	0.05	~~145.00~~	105.00
2100	~~2,850~~	only	Dowels	0.20	~~570.00~~	420.00
1800	2,400	lbs.	Tie Bars and Reinforcement	0.05	~~120.00~~	90.00
270	~~370~~	cu. yds.	Lower Course Cushion	1.50	~~555.00~~	405.00
130	~~180~~	cu. yds.	Top Course Cushion	1.50	~~270.00~~	195.00
400	~~550~~	cu. yds.	3" - 0" Shoulder Rock	1.50	~~825.00~~	600.00
165	~~230~~	cu. yds.	3/4" - 0" Shoulder Rock	1.50	~~345.00~~	247.50
100	~~140~~	cu. yds.	Rock Footpaths	1.50	~~210.00~~	150.00
120	~~150~~	cu. yds.	Filler	0.50	~~75.00~~	60.00
120	~~150~~	yd. mi.	Hauling Filler	0.20	~~30.00~~	24.00
			Sub-total		$ ~~38,414.00~~	[illegible]
			10% Engr. & Cont.		~~3,841.40~~	3397.50
			Total		$ ~~42,255.40~~	[illegible]
			Length	0.334 mile		
			Cost per mile	$ ~~126,513.17~~	[illegible]	
NRM Funds Requested- - - -

CONTRACT# 1696,

SEE:

CONTRACT#1642,

CONTRACT #1697,
1698,

NRS 244-A Br. over Applegate River & 1935
1697 Br. over Grays Cr.-Murphy-Grays
1698 Cr. (Grad., Surf. & Oil.)

RECEIVED
MAY 25 1937
FOR FILING

June 3, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon U.S.Public Works highway projects NRH 52-A (1935) and NRS 214-A (1935), which provide in the special provisions for oiling by the State at prices stipulated in those provisions.

In this connection attention is called to our letter of April 24, 1935, stating that no Federal funds could be used for rental or depreciation of State, County, city or other publicly-owned equipment, used on a force account project or rented to a contractor.

On all projects where work is done by State Forces, whether for the contractor or not, it will not be permissible to include directly or indirectly such rental or depreciation. It will also be necessary to comply with all requirements of the special provisions as to hiring of labor, hours of work, wages, etc.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-E-1 SM 8-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

RECEIVED
MAY 4 1937
FOR FILING

2 4/4-12

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

January 25, 1937.

Mr. Tom Lillebo
3033 N. E. 63d Street
Portland, Oregon.

Dear Sir:

About a year ago we paid you the final estimate on the Murphy Bridge over the Applegate River in Josephine County, Contract No. 1697. At the time this final estimate was paid there was a small amount of painting yet to be done on the structure which was postponed until more favorable weather conditions. You deposited with us a certified check for $50.00 to guarantee the completion of this painting.

We still have this check, and in view of the time which has elapsed since the making of the final estimate on this job, we propose to cash the check and do the remaining painting with our own forces. Will you please advise if this is satisfactory to you or do you wish further opportunity to complete the painting yourself and accept the payment of the check.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc H. B. Glaisyer ✓

RECEIVED
MAY 4 1937
FOR FILING

244-a

July 15, 1936

Mr. Wm. P. Lord,
Attorney at Law,
620 Spalding Building,
Portland, Oregon.

Dear Sir:

Your letter of July 11th which was addressed attention of Mr. Reeves requesting three copies of bond in connection with the Tom Willebo contract No. 1697 - Bridges over Applegate River and Grays Creek in Josephine County.

I have had the three copies prepared and am enclosing them herewith. There will be no charge for this service.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

T. WALTER GILLARD

WM. P. LORD
LAWYER
620 SPALDING BUILDING
PORTLAND, OREGON

July 11, 1936

State Highway Department
Salem, Oregon

Attn. Mr. Reeves

Gentlemen:

Will you kindly send me 3 copies of the bond of contractor Lillebough, who had the Grants Pass bridge job as it is necessary for us to file action on behalf of Mr. O'Malley for travel expense and wages. I would appreciate it very much if we could receive these copies at the very earliest convenience of your department since we only have a few days left to file this action in order to include the bond.

You will recall that Mr. and Mrs. O'Malley were down to see you about this matter a short time ago.

This office will pay for the cost of these copies, if there should be any cost, but we would like to have them mailed to us immediately.

Thanking you, I am,

Sincerely yours,

TWG:O

244-a

June 26, 1936

Tom Lillebo
Reedsport, Oregon

Dear Sir:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of November 28, 1935 for an extension of time in which to complete your contract for the construction of two bridges over Applegate River and Greys Creek on the Williams Secondary Highway in Josephine County. There follows an excerpt from the minutes of the State Highway Commission meeting held on November 30, 1935 covering this matter:

"Tom Lillebo, contract No. 1697, construction of two bridges over Applegate River and Grays Creek on the Williams Secondary Highway in Josephine County, requested an additional extension of time, from September 30 to October 10, 1935, in which to complete this job. The Engineer advised that the contractor's failure to complete this job within the specified time limit can be attributed to the strike which delayed the delivery of steel to the job, a matter over which he had no control. He also advised that the bridge was opened to traffic prior to September 30 and that the traveling public has not been inconvenienced by not having had the use of the bridge before that time. He recommended, in view of the circumstances, that the extension requested be granted without penalty, the amount of $50.00 per day for each calendar day of delay in completion. Tom Davis, Highway Engineer, concurred in the Engineer's recommendation. The Commission approved the Engineer's recommendation by unanimous vote, subject to the condition that the Bureau of Public Roads will confirm its approval in writing. (Bureau of Public Roads' written approval was received on December 5.)

This information is given to you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

244-a

June 25, 1936

Tom Lillebo
Reedsport, Oregon

Dear Sir:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of September 14, 1935 for an extension of time in which to complete your contract for the construction of bridges over Applegate River and Grays Creek on the Williams Secondary Highway in Josephine County. There follows an excerpt from the minutes of the State Highway Commission meeting held on October 16, 1935 covering this matter:

"Tom Lillebo, contract No. 1697 for the construction of bridges over Applegate River and Grays Creek on the Williams Secondary Highway in Josephine County, requested an extension of time of 60 days from July 31 to September 30, 1935, in which to complete this contract, giving as his reason for such request, that he encountered difficulties in securing structural steel for this project from the east coast because of the marine strike. The Engineer advised that the reason given by the contractor for the delay in completing this project within the time limit is correct. He further advised that the traveling public has not been greatly inconvenienced by the delay and that the only additional expense that the state has incurred is the salary and expense of the Resident Engineer, which is nominal. He recommended the extension requested be granted without penalty. The Commission approved the Engineer's recommendation unanimously."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

144-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

May 12, 1936

RECEIVED
FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher recently submitted for Oregon USFW project NRS 2[illegible]4-A, Murphy-Grays Creek section of the Williams secondary highway.

The explanations given on Extra Work Orders 1, 2 and 3 to E. C. Hall do not give any information as to the reason for doing the work involved. In recommending the voucher for payment we must give explanations for extra work, and show that it was not done as right of way consideration.

Extra Work Order No. 2 to Tom Lillebo appears to cover work which was to have been done by the county, and if so we believe it is not eligible for Federal participation.

Will you please furnish us with information concerning the four work orders as soon as possible to avoid delay in payment of the voucher.

It will be necessary also to furnish us with four copies of an excerpt from the minutes of the Highway Commission meeting of November 30th covering the second extension of time granted to Tom Lillebo.

Very truly yours,

W. H. LYNCH
District Engineer

2414

April 30, 1936

Mr. J. W. Nash

O f f i c e

NOTED
State Highway Engineer

Dear Sir:

The following is an explanation of the over-runs and the underruns on the Applegate River and Grays Creek Bridges, Project NRS #244, for quantities which varied more than 10 per cent from the original estimate.

Applegate River:

Excavation was reduced from 250 Cu. Yds. to 221.72 Cu. Yds. due to an error in the original estimate.

Excavation below Elevation Shown was not required.

Treated Trestle Piling was reduced from 2,000 Lin. Ft. to 1,418.08 Lin. Ft. due to the fact that less penetration could be obtained than was anticipated.

Class "B" Concrete was increased from 95 Cu. Yds. to 121 Cu. Yds. due to the change in the design of the footing for Pier #2. When solid rock was not encountered, piling were driven in the bottom of the excavation. A seal of class "B" concrete was required before the footing which was also larger than was originally designed could be poured thereon.

Grays Creek:

Excavation below Elevation Shown was not required.

Metal Reinforcement was reduced from 4,800 lbs. to 4,217 lbs., as too large an allowance was made in the original estimate.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By
W. A. Reeves,
Office Engineer

DGD:MM
cc R.H.Baldock

#1697

244-A

March 4, 1936

United States Fidelity & Guaranty Co.
G. B. Lekles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1697 for the construction of the Bridge over Applegate River and Grays Creek near Grants Pass on the Williams Secondary Highway in Josephine County, has been completed by the contractor, Tom Lillebo, and that final settlement will be made by the State with said contractor for work done under this contract, on or after March 14, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $42,574.56, including the final payment. Of this amount $725.43 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-E-1 29152 1500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

November 29, 1935.

Bureau of Public Roads
Box 3900
Portland, Oregon.

Gentlemen:

NOT Elec...
...ate Highway Engineer

F.R.S. 244 (1935)

We have before us a request for an extension of time on contract No. 1697, Tom Lillebo, contractor. This contract covers the construction of the Applegate River and Gray's Creek Bridges on the Williams Secondary Highway in Josephine County. The original date of completion on this contract was July 31, 1935, and was extended to September 30, 1935, without penalty. The first extension was on account of a strike holding up steel deliveries. Mr. Lillebo now requests an extension to and including October 19. The bridge was open to traffic prior to September 30, and no delay or inconvenience was caused to the travelling public due to this delay in completion. The additional time was required to do some force account work in removing the detour road and also in some repainting of the steel structure requested by the state before final acceptance was made.

This contract calls for liquidated damages in the amount of $50.00 per day for each calendar day of delay in completion. Due to the above circumstances, we are recommending that the extension be granted without the assessment of this penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

244

November 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of November 12, 1935, we are enclosing herewith one additional copy of project statement map for the Murphy-Provolt Section of the Williams Highway, Project No. 244.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

November 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On November 1, 1935, you submitted four copies of revised project statement sketch map for the Murphy-Provolt section of the Williams Highway, Oregon project NRS 24.

We find another copy of this sketch map is needed and would appreciate your sending us one at your early convenience.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

November 1, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of revised project statement map for the Murphy-Provolt Section of the Williams Highway, Project No. 244.

It is our desire to extend the original project to include the Grays Creek-Ill Bar Ranch Section which is to be improved as a WPSS project and the revised length of the project is 3.5 miles.

If this extension cannot be approved as a minor change, revised project statement papers will be furnished upon advice from you to that effect.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UR

2442

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Ore. USPW Proj. No. NRS 244-A (1935), Murphy-Grays Creek Sec., Williams Highway, Josephine County, was made by a representative of this office on October 24, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

244-A

October 16, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1693 for the construction of the Murphy-Grays Creek Section of the Williams Secondary Highway in Josephine County has been completed by the contractor, E. C. Hall, 775 W. 11th Street, Eugene, and that final settlement will be made by the State with said contractor for work done under this contract, on or after October 26, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $18,458.04, including the final payment. Of this amount $125.46 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1698

244 a

September 18, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Contract No. 1698, for the construction of the Murphy-Grays Creek Section of the Williams Secondary Highway in Josephine County has been completed by the contractor, E. C. Hall, 775 W. 11th Street, Eugene, and that final settlement will be made by the State with said contractor for work done under this contract, on or about September 28, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $18,414.33, including the final payment. Of this amount $125.46 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-A-1 22699 2M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Sept. 9, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oreg'n.

OVERRUNS AND UNDERRUNS MURPHY-GRAYS CREEK

ATTENTION: S. H. PROBERT

Dear Sir:

The total original authorization for this project was $23,155.35. The total cost in this final estimate is $23,100.00, which is a very close agreement. There are however a number of individual items that have overrun or underrun.

TRENCH EXCAVATION overran because the yardage for irrigation ditches and siphons was under-estimated.

OVERHAUL underran and truck haul overran and the total cost of these two items overran $118.00. The grade for the Applegate bridge was raised when the bridge was designed. This caused increased fill adjacent to the bridge. Also on account of an irrigation pipe on the west side of the road north of this bridge it was not possible to make the excavation originally planned. This made necessary readjustment of the haul and a borrow at the east end of the job.

ROUNDING CUTBANKS underran. On the turnpike sections, banks could not be rounded inside of right of way limits.

12" CONCRETE PIPE underran as the allowance of 10 feet was not required.

18" CORRUGATED IRON PIPE overran 19 feet, which was required for satisfactory handling of irrigation water.

CLASS "A" CONCRETE overran 2.5 yards. This was caused by changing location of siphon from station 36+60 to station 42+05 at request of property owner.

FILLER AND FILLER HAUL AND SPRINKLING underran as amount estimated was not required to set up the screened gravel surface.

In accordance with Mr. Smith's letter of July 19th, No. 3 road oil was used in the second seal in place of cutback, causing an underrun in cutback and an overrun in No. 3 oil. The total estimated for the two items was 60 tons and the total placed was 61.353 tons of No. 3 oil.

Very truly yours,

E. A. COLLICK
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith

EAC:AWF

FORM S-A-1 32650 3M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

244

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Sept. 9, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

OVERRUNS AND UNDERRUNS MURPHY-GRAYS CREEK

ATTENTION: S. H. PROBERT

Dear Sir:

The total original authorization for this project was $23,155.35. The total cost in this final estimate is $23,100.00, which is a very close agreement. There are however a number of individual items that have overrun or underrun.

TRENCH EXCAVATION overran because the yardage for irrigation ditches and siphons was under-estimated.

OVERHAUL underran and truck haul overran and the total cost of these two items overran $118.00. The grade for the Applegate bridge was raised when the bridge was designed. This caused increased fill adjacent to the bridge. Also on account of an irrigation pipe on the west side of the road north of this bridge it was not possible to make the excavation originally planned. This made necessary readjustment of the haul and a borrow at the east end of the job.

ROUNDING CUTBANKS underran. On the turnpike sections, banks could not be rounded inside of right of way limits.

12" CONCRETE PIPE underran as the allowance of 10 feet was not required.

18" CORRUGATED IRON PIPE overran 12 feet, which was required for satisfactory handling of irrigation water.

CLASS "A" CONCRETE overran 2.5 yards. This was caused by changing location of siphon from station 38+60 to station 42+05 at request of property owner.

FILLER AND FILLER HAUL AND SPRINKLING underran as amount estimated was not required to set up the screened gravel surface.

In accordance with Mr. Smith's letter of July 19th, No. 3 road oil was used in the second seal in place of cutback, causing an underrun in cutback and an overrun in No. 3 oil. The total estimated for the two items was 60 tons and the total placed was 61.333 tons of No. 3 oil.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. C. Smith

EAC:AWF

Form 888—6M—8-34 OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

244 R

For Week Ending Sept. 7, 1935, 193...

Section Murphy- Grays Cr. *Kind of work* Grading, surfacing, and oiling

Highway Williams *Section prefix* 117-1001

Contractor W.B.Hall *Contract number* 1698

Date of contract Jan. 31, 1935, 193... *Date of completion* Aug. 31, 1935, 193...

Date work started Feb. 18, 1935, 193... *Estimated date of completion* Aug. 30, 193...

Amount of contract . . . . . $ 20938.50 *Per cent of time elapsed* 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 21090.38

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 1825, 8.7 % *Date project was completed* Aug. 30, 1935, 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Engr. party moved office to Grants Pass this week and this date completed final estimate for this project. Estimate being expressed to Division office to day.

Cir:

Id with the sit on advisement

Signed W. L. Loofburrow

Geol ist

Address Court House, Grants Pass

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

C. B. McCullough
Asst. St. Hwy. Engr.

CBM:AP

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

C. B. McCullough
Asst. St. Hwy. Engr.

CBM:AP

FORM S-E-1 22274 1500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

August 18, 1935.

Mr. C. C. Hockley
Acting State Director
Public Works Administration
808 Failing Building,
Portland, Oregon.

Dear Mr. Hockley:

Confirming our conversation in this office a few days ago, we were informed under date of August 7, that Mr. Ulrich of the National Reemployment Office at Medford had authorized the steel subcontractor for the bridge which we are building over Applegate River (State Highway Contract No. 1697, Tom Lillebo, contractor) to work his steel erection and riveting crew a total of forty hours per week due to the fact that a sufficient number of steel workers to properly man the job were not available. Mr. Skelton phoned in for confirmation of this and we told him that this department would make no objection to such an arrangement in view of the fact that it was authorized by Mr. Ulrich of the W.R.B. As stated to you the other day, however, we believe that the necessity for maintaining the structural steel workers at Coos Bay and Yaquina Bay is much greater than for small jobs of this character.

We of course understand that your office has no contact with the Applegate River Bridge and therefore can not be bound by any precedent established in that case. It would appear, however, that this action on the part of Mr. Ulrich is indicative of the scarcity of structural steel men and the difficulty of holding crews together even on small jobs. This difficulty is much more accentuated in the case of the larger Coast Bridges.

We therefore wish to again urge that some action be taken in reference to this matter.

Very truly yours,

C. B. McCullough
Asst. St. Hwy. Engr.

CBM:AP

FORM S-A-1 19184 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 2, 1935

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: CARL F. SMITH

Dear Sir:

A short time ago a bill was submitted by V. L. Goodnight in favor of Ben H. Jess of Murphy for royalty on borrow required in connection with the Murphy-Grays Creek Section. Cross sections were submitted to Mr. McCallister for checking.

Mr. Jess has been asking about his money and I would appreciate anything you can do to expedite payment and also would like to have you write to Goodnight with copy to this office stating how far along the bill has progressed.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM 0-4-1 10104 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
S. B. ALDRICH, PENDLETON
H. B. CLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 22, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: R. W. REMINGTON

Dear Sir:

A copy has been received of your letter of July 18th, to V. L. Goodnight asking for supporting data and confirming Department Order to cover gravel borrow purchased from Ben H. Jess for use on Murphy-Grays Creek Section. Also copy of Goodnight's letter to you July 19th, inclosing platted cross sections.

I note Goodnight does not mention confirming Department Order and I am submitting one herewith. Trusting this will permit prompt payment of the claim.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWP

FORM S-A-1 10M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

214

OREGON STATE HIGHWAY COMMISSION

SALEM

July 19, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Bollier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

The Bureau of Public Roads has approved your request to use 95% oil for the second seal on the Murphy-Grays Creek Section, Oregon U. S. Public Works Project NRS 244 (1935).

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM S-A-1 16618 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
June 24, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Ore.

Attention - Mr. T. L. Davis

Dear Sir:

Will you concur in the substitution of 95% Oil for the 2nd seal on the Murphy-Grays Creek Section if laid in August. This is to avoid the expense necessary to ship in a part car of cutback.

Cutback is rather messy if laid during the summer heat anyway.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H.Baldock

FORM 6-A-1 10154 SH 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 22, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

The contract provides for 14 tons of cutback asphalt in the second seal on the Murphy-Grays Creek Section. The State is to place this material and this will probably be done in August, when Nash's oiling crew is headed for Klamath Falls to tie up. 14 Tons is less than a car load.

In August we hope to be able to place the oil mat wearing surface at the ends of both bridges which we were not able to do last month when we placed the oil mat.

Please advise:-

1. Can we use 95 oil for second seal?

2. If not please advise what the cost will be to ship cutback from Portland by truck to Grants Pass?

I recommend the use of 95 oil.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRS 244 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1935.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered [redacted] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jos

Hyp 25268

Form P. R. 2

State Oregon

U.S.Public Works Highway Project No. ~~BRS-244~~ (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No.67,73rd Cong.) approved June 16,1933, and act approved June 18, 1934 (Public No.393, 73rd Cong.)

Whereas the Highway Department of said State submitted on the 27th day of November, 1934, a project statement, which was approved by the Secretary on the 26th day of December, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ of said project which were recommended for approval by the United States District Engineer on the 16th day of January, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

seventy thousand, eight hundred fifty-one and 55/100

dollars ($ 70,851.55) as the share of the United States payable under said act on account of Section 1a of said project, which ~~does not exceed the authorized Federal pro rata share~~ of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 16, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between: survey station 8+90 in the NE¼ Section 19, T 37 S, R 5 W, and survey station 82+00 in the NW¼ Section 20, T 37 S, R 5 W, W.M.,

, length 1.376 miles, in Josephine County, being Section of Oregon U.S.Public Works / Highway (1935) project No. HRS-2[illegible]/, consisting of 1.291 miles of roadway and one bridges each of more than 20 feet clear span, 0.085 of a mile in length, known locally as the Murphy-Grays Creek section of the Williams Highway.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of ...seventy thousand, eight hundred fifty-one and 55/100... dollars ($...70,851.55...), certified to the Secretary of the Treasury as above mentioned, which [redacted] the approved total estimated cost of [redacted] said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws 1927 and Chap. 248, Laws 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5618

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. ---112.---

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23d day of May, 1935.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Depart nent)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By E. L. Tablburn

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By P. H. McLean
Acting *Chief, Bureau of Public Roads*

8 5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Highway Project No. [redacted]-244 (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 70,851.55 as the total estimated cost of said project, and the sum of $ 70,851.55 as the share of the United States, payable under said acts on account of such project, which [redacted] said total estimated cost.

Done at the city of Washington, this 23 day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By D. W. Mixer
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 [illegible]

Fi
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dat
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"SEE

CROSS REFERENCE SHEET

Name or Subject Murphy-Grays Creek
Contract #1698

File No.

Regarding Oiling on above and Empire-
Pigeon Point jobs

Date April 18, 1935
May 4, 1935

SEE

207 B
#1725

Name or Subject

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE"

Library Bureau

Cat. No. 30-5902

For use in Library Bureau Filing Systems

FORM S-A-1 10010 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

NRS 344a

April 29, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. H. BISHOP

Dear Sir:

Mr. Hall advised me on April 27th, that he elected to have the State place the oil surfacing on the Murphy-Grays Creek Section for him. In your letter of April 17th, concerning this job you set forth that "The work will be performed by our oiling crew and the working hours and wage schedule will be the same as on our regular State Force work."

Will it be necessary to have National Re-employment cards for our State employees? Mr. Goodnight talked to Mr. Ulrich, Re-employment Manager at Medford, and he said he could issue cards for all employees who are registered at some employment office in the State but that he could not give cards for men, who were not registered anywhere. It is probable that a part of our oil crew will not be registered in any county. If it is not necessary to secure these cards for this short job please advise with suitable letter to Mr. Ulrich so that when the project starts there will be no question arise.

I have not yet heard from Hillstroms whether they wish the State to place oil on the Empire-Pigeon Point Section.

cc. H. G. Smith
cc. R. H. Baldock
cc. V. L. Goodnight

Very truly yours,

E. A. COLLIER
Division Engineer

EAC:AWF

March 2, 1935

244 A

Mr. G. B. Eckles, Agent
United States Fidelity & Guaranty Co.
1112 Bedell Building
Portland, Oregon

Dear Sir:

We are sending to you today by express a fully executed copy of contract #1697 which was awarded to Tom Lillebo on February 28, 1935, for the construction of two bridges over Applegate River and Grays Creek near Grants Pass on the Williams Secondary Highway in Josephine County.

This copy is being sent to you since you appear as surety on the bond, and is for your files and records.

Very truly yours,

OG

Secretary.

March 2, 1935

244-A

Mr. Tom Lillebo, Contractor

Reedsport, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract #1697 awarded to you on February 28, 1935, for the construction of a bridge over Applegate River and one over Grays Creek near Grants Pass on the Williams Secondary Highway in Josephine County.

This copy is for your records and files.

Very truly yours,

OC

Secretary

February 21, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sirs

Herewith are enclosed six copies of estimate as basis for project agreement for the Murphy-Grays Creek Section, Project No. NRS 244 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 244 (1935)

MURPHY-GRAYS CREEK SECTION OF THE WILLIAMS HIGHWAY IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 21, 1935

ROADWORK

All Required		Clearing and Grubbing		$ 1,250.00
300	cu. yds.	Trench Excavation	$ 1.00	300.00
22,000	cu. yds.	Excavation, Single Classification	0.22	4,840.00
27,000	yd. sta.	Overhaul	0.02	540.00
4,000	yd. mi.	Truck Haul	0.15	600.00
1.3	miles	Finishing Roadbed and Slopes	200.00	260.00
5,000	lin. ft.	Rounding Cutbanks	0.08	400.00
4,200	cu. yds.	Selected Roadbed Topping	0.81	3,402.00
200	lin. ft.	Salvaging Culvert Pipe	0.75	150.00
30	lin. ft.	12" Concrete Pipe	1.50	45.00
280	lin. ft.	13" Concrete Pipe	2.00	560.00
60	lin. ft.	18" Corr. Iron Pipe	2.50	150.00
210	lin. ft.	18" Corr. Iron Siphon Pipe	3.00	630.00
50	lin. ft.	36" Corr. Iron Pipe	6.50	325.00
20	cu. yds.	Class "A" Concrete	25.00	500.00
2,200	cu. yds.	Screened Gravel Surfacing	1.125	2,475.00
500	cu. yds.	Filler	0.30	150.00
500	yd. mi.	Hauling Filler	0.20	100.00
300	M-Gal.	Sprinkling	1.50	450.00
750	cu. yds.	Mineral Aggregate in Place	3.15	2,362.50
14	tons	Emulsified or Cut-back Asphalt in Seal Coat	23.50	329.00
46	tons	No. 3 Oil in Place	25.00	1,150.00
				$ 20,968.50

Graves Creek Bridge

110	cu. yds.	Excavation	$ 2.00	$ 220.00
10	cu. yds.	Excavation below Plans	3.00	30.00
34	cu. yds.	Class "A" Concrete	18.50	629.00
20	cu. yds.	Class "D" Concrete	18.50	370.00
4,800	lbs.	Metal Reinforcement	0.045	216.00
All Required		Remove Old Bridge & Maint. Traffic		100.00
				$ 1,565.00

Sub-total, Roadwork	$ 22,533.50
10% Engr. & Cont.	2,253.35
Total	$ 24,786.85

BRIDGES

Amalgamate River Bridge

250	cu. yds.	Excavation	$ 4.00	$ 1,000.00
25	cu. yds.	Excavation below Plans	8.00	200.00
2,000	lin. ft.	Treated Piling	1.00	2,000.00
95	cu. yds.	Class "B" Concrete	18.50	1,767.50
26	cu. yds.	Class "A" Concrete	23.00	598.00
325	cu. yds.	Class "D" Concrete	18.50	6,002.50
72,000	lbs.	Metal Reinforcement	0.043	3,096.00
315,000	lbs.	Structural Steel	0.063	19,845.00
45	M-FBM	Treated Lumber	96.00	4,320.00
916	lin. ft.	Composite Handrail	3.00	2,748.00
All Required		Maintenance of Traffic		300.00
			Sub-total, Bridge	$ 41,877.00
			10% Engr. & Cont.	4,187.70
			Total, Bridge	$ 46,064.70

Length of Roadwork	1.291 miles
" " Bridge	.085 "
Total Length	1.376 "
Cost per mile	$ 19,199.72

Funds Expended:

Roadwork	$ 24,786.85
Bridge	46,064.70
	$ 70,851.55

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

244A

February 21, 1935

Maryland Casualty Company
Hansen & Rowland Inc.
Washington Building
Tacoma, Washington

Gentlemen:

We are sending to you today, by express, one fully executed copy of each of the following contracts which were awarded by the State Highway Commission on January 31, 1935 to Mr. E. C. Hall of Eugene:

Contract No. 1696 - Grading and Paving the East Rainier Section of the Columbia River Highway in Columbia County;

Contract No. 1698 - Grading, Surfacing and Oiling the Murphy-Grays Creek Section of Williams Secondary Highway in Josephine County;

Contract No. 1699 - Grading, Surfacing and Bituminous Macadam Construction on the Toledo Section of the Corvallis-Newport Highway in Lincoln County.

These copies are being sent to you as you appear as surety on the bonds furnished and are for your records and files.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MC Secretary

244A

February 21, 1935

Mr. E. C. Hall
775 West 11th Avenue
Eugene, Oregon

Dear Sir:

We are sending to you today, by express, one fully executed copy of each of the following contracts which were awarded to you by the State Highway Commission on January 31, 1935:

Contract No. 1635 - Graning and Paving the East Rainier Section of the Columbia River Highway in Columbia County;

Contract No. 1636 - Grading, Surfacing & oiling the Murphy-Grays Creek Section of Williams Seconuary Highway in Josephine County;

Contract No. 1638 - Grading, Surfacing & Bituminous Macadam Construction on the Toledo Section of the Corvallis-Newport Highway in Lincoln County.

These copies are being sent to you for your records and files.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MC

Secretary

FORM S-A-1 10619 10M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
February 12, 1935

244

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

NOTED
[illegible] Highway Engineer

Dear Sir:

In regard to the 8-1 slopes on the Murphy-Gray's Creek Section.

The Bureau of Public Roads is unwilling tOmmake any adjustment of the required slope without an inspection in the field. Mr. Stoddard is expected in that vicinity in the near future and will discuss this with the engineer on the ground.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM S-A-1 10010 15M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

17-9

OREGON STATE HIGHWAY COMMISSION

SALEM

Feb. 7, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Asst. Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. C. SMITH

Dear Sir:

On the Murphy-Grays Creek contract we require some additional right of way from the Murphy bridge south to provide for a drainage ditch and for the additional borrow now required and to provide room for a footpath along the fence. I intend to place a footpath on the section from the north end of the project south to station 35. There are quite a number of school children, who cross the Murphy bridge and walk along this section to the school house, which is located about 500' south of station 35.

I have requested the Court to secure a strip of land 60 feet wide on the westerly side of the center line instead of 30' as originally requested and extending from station 18 to station 35+15. The Court has agreed to secure this within the next few days.

The south approach to the Murphy bridge is located on a slight ridge and I propose to have our grading contractor secure some borrow from this location and this will improve the waterway available under the south approach. I have discussed this with Albert Skelton, who I understand is to supervise the construction of the bridge and I am working with him in securing co-operation between the bridge contractor and the grading contractor.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

FORM S-A-1 16519 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

244 A

Feb. 7, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

NOTED
State Highway Engineer

Dear Sir:

On the Murphy-Provolt job special provisions limiting borrow on page 22 will make necessary modification in Martin's design. We planned a 3:1 slope for a distance out of 12' instead of 8'. There is a section from about station 21 to 26 where our fill will run from 6' to 8' deep and along the west side of which it will be necessary to construct a channel for overflow water from Murphy Creek.

Our blue print plans show the ditch drain going back into the property but for some years the ditch has been trained along the west fence clear to the bridge and an attempt to return the water back into the field will cause trouble. I have requested right of way 60 feet wide on the west side at this point.

Please advise if the clause limiting borrow must be strictly complied with. I believe that 3:1 slopes for a distance out of 12 feet will provide better drainage in an irrigated country like this than the shallower ditches provided under this limitation. This additional depth will also provide material necessary for our embankments. Along the fill from station 21 south I would like to construct a ditch about 2 feet deep and 10 or 15 feet wide.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

NRS 244

February 6, 1935

Mr. E. C. Hall
775 W. 11th Avenue
Eugene, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 1698 which was awarded to you by the State Highway Commission on January 31 for the grading, surfacing and oiling of the Murphy-Grays Creek Section of the Williams Secondary Highway in Josephine County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract and on the page marked "Special Provisions" relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir;

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRS 244 (1935), Murphy-GraysCreek section of Williams Secondary Highway, grading, surfacing and oil mat surface treatment, to E. C. Hall, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRS 244 (1935), bridge over Applegate River and culvert over Grays Creek on Williams Secondary Highway, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

244a

ROGUE RIVER SAND AND GRAVEL CO.

January 19, 1935

17-9

Rogue River Sand and Gravel Co.
Grants Pass, Oregon

Dear Sirs:

Responding to your letter of January 18th, I am forwarding to you by express an informational copy of the proposal form covering the Murphy-Grays Creek Project, and also an information copy of the two bridges, both projects being on the Williams Secondary Highway, on which the State Highway Commission is to receive bids on January 31st.

Very truly yours,

HBG:OG

Secretary

ROGUE RIVER SAND AND GRAVEL CO.

SUCCESSOR TO WILCOX SAND AND GRAVEL CO.
C. A. SWOPE AND P. P. PROCTOR, OWNERS
SAND, GRAVEL, SCREENINGS, GRANITE AND LOAM
CONCRETE BRICKS AND BUILDING BLOCKS
GRANTS PASS, OREGON

January 18th.1935

H. B. Glaisyer,Secretary
State Highway Commission,
Salem, Oregon.

Dear Sir:

We are in receipt of your "Notice to Contractors" asking for bids on various projects to be opened for letting Jan.31st.

We want to be prepared to furnish contractors prices on materials - sand and gravel - required on both the bridges as well as the Murphy-Grays Creek Section of Williams Secondary Highway, Public Works Project No.NRS 244 (1935) and Public Works Project No;NRS 244 consisting of 1.3 miles of grading and oil mat surface treatment.
This calls for 4,200 cu.yds gravel topping, 2,200 cu.yds. screened gravel surfacing, and 13,700 sq.yds oil mat surface treatment.

Will you kindly furnish ~~this~~ us the kind and sizes of material the State will require on the above projects as this is an item to us in determining price to quote.
We appreciate your giving us this information.

Yours very truly,

ROGUE RIVER SAND & GRAVEL CO.

By F. L. Back

FORM S-A-1 10M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2440

OREGON STATE HIGHWAY COMMISSION

SALEM

January 19, 1935.

17-9

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

The Murphy-Gray's Creek Section of the Williams Secondary Highway in Josephine County is scheduled for letting on January 31st. We find that we have copies of deeds for all of the right of way involved with the exception of John V. and Nellie Schow. It is our understanding that this parcel will be condemned. Will you please investigate and advise what steps have been taken by the County Court in this connection so that we may be governed accordingly.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R.H. Baldock

244 R

PRA

January 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Relative to your inquiry in regard to the sizes of gravel to be used in the gravel topping construction on the Pendleton and Murphy-Grays Creek Projects, we can now advise as follows:

The pit-run gravel for the Pendleton Project runs as high as five inches, but only about twenty per cent of it is over three inches in size. Our specification provides, however, that the gravel to be used in the topping is to be "specially selected for suitable size and grading," and that "all stones and rocks more than three inches in diameter that are not fully embedded in the topping shall be raked off the roadway." Under those provisions, we expect to have no difficulty in avoiding the use of materials that are too coarse for satisfactory use in topping work.

The gravel deposit to be used on the Murphy-Grays Creek Project contains no material larger than eight inches and only twenty per cent over four inches. Provision for the elimination of the larger sizes of material is made in that part of the specification which reads, "all gravel too large to be incorporated in the roadbed topping shall be raked off and hauled away, or may be removed by the contractor at his loading point by means of a grizzly."

Owing to the large quantities of gravel required in topping work, it is necessary to use low cost materials, and, with that in mind, we are endeavoring to avoid an exact size limitation which will leave bidders in doubt as to whether screening will or will not be required. If our engineers ascertain in advance that a material is suitable for use pit-run, we want to get the advantage

of a pit-run bid. Furthermore, the coarser the material, the better, provided the large pieces are fully embedded. To require screening to a three or four-inch size would, therefore, not only increase the cost, but would give, if anything, an inferior result.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

B. H. Probert
Office Engineer

BHP:MZ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

January 16, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon USPW project NRS 244 (1935), the Murphy-Grays Creek section, Williams Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

In regard to removal of the old bridge, the agreement will provide that this bridge will be removed and the site cleaned up in a presentable condition before payment of the final voucher will be made.

Very truly yours,

W. H. LYNCH
District Engineer

January 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Murphy-Grays Creek Section, Project No. NRS 244 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 244 (1935)

MURPHY-GRAYS CREEK SECTION OF THE WILLIAMS HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 11, 1935

ROADWORK

All Required		Clearing and Grubbing		$ 600.00
300	cu. yds.	Trench Excavation	$ 1.00	300.00
22,000	cu. yds.	Excavation, Single Classification	0.30	6,600.00
27,000	yd. sta.	Overhaul	0.03	810.00
4,000	yd. mi.	Truck Haul	0.15	600.00
1.3	miles	Finishing Roadbed and Slopes	200.00	260.00
5,000	lin. ft.	Rounding Cut Banks	0.10	500.00
4,200	cu. yds.	Selected Roadbed Topping	0.60	2,520.00
200	lin. ft.	Salvaging Culvert Pipe	0.70	140.00
30	lin. ft.	12" Concrete Pipe	1.50	45.00
280	lin. ft.	18" Concrete Pipe	2.50	700.00
60	lin. ft.	18" Corr. Iron Pipe	2.50	150.00
210	lin. ft.	18" Corr. Iron Siphon Pipe	3.00	630.00
50	lin. ft.	36" Corr. Iron Pipe	5.50	275.00
20	cu. yds.	Class "A" Concrete	24.00	480.00
2,200	cu. yds.	Screened Gravel Surfacing	1.25	2,750.00
500	cu. yds.	Filler	0.40	200.00
500	yd. mi.	Hauling Filler	0.20	100.00
300	M-Gal.	Sprinkling	1.50	450.00
750	cu. yds.	Mineral Aggregate in Place	3.20	2,400.00
14	tons	Emulsified or Cut-back Asphalt in Seal Coat	24.50	343.00
46	tons	No. 3 Oil in Place	23.00	1,058.00
55	tons	Tar in Place	24.00	(Alternate)
				$ 21,911.00

Grave Creek Bridge

110	cu. yds.	Excavation	$ 2.00	$ 220.00
10	cu. yds.	Excavation below plans	5.00	50.00
34	cu. yds.	Class "A" Concrete	21.00	714.00
20	cu. yds.	Class "D" Concrete	22.00	440.00

4,800 lbs.	Metal Reinforcement		$ 0.055	$ 264.00
All Required	Remove Old Bridge and Maint. Traffic			100.00
				$ 1,788.00
	Sub-total, Roadwork			$ 23,699.00
	10% Engr. & Cont.			2,369.90
	Total			$ 26,068.90

BRIDGES

Appleosate River Bridge

250	cu. yds.	Excavation	$ 2.00	$ 500.00
25	cu. yds.	Excavation below plans	5.00	125.00
2,000	lin. ft.	Treated Piling	1.00	2,000.00
95	cu. yds.	Class "B" Concrete	20.00	1,900.00
26	cu. yds.	Class "A" Concrete	21.00	546.00
325	cu. yds.	Class "D" Concrete	22.00	7,150.00
72,000	lbs.	Metal Reinforcement	0.055	3,960.00
315,000	lbs.	Structural Steel	0.07	22,050.00
45	M-FBM	Treated Lumber	110.00	4,950.00
916	lin. ft.	Composite Handrail	4.00	3,664.00
All Required		Maintenance of Traffic		1,000.00
		Sub-total, Bridge		$ 47,845.00
		10% Engr. & Cont.		4,784.50
		Total, Bridge		$ 52,629.50

Length of Roadwork	1.291	miles
" " Bridge	.085	"
Total Length	1.376	"
Cost per mile	$ 20,192.79	

BRS Funds Requested

Roadwork.....	$ 26,068.90
Bridge.....	52,629.50
	$ 78,698.40

FORM S-A-1 10610 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2443

OREGON STATE HIGHWAY COMMISSION

SALEM

17-9

Jan. 7, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Your letter of Jan. 5th, received concerning right of way for Murphy-Grays Creek Section.

The blue print sent shows the right of way correctly. At the request of the County Court we reduced the width of the Gilmore property from 40 feet to 30 feet and deed was secured for 30 feet. At the Haberman property we prepared a revised description to cover 30 feet instead of 40 feet but the property owner in the meantime came in and signed his deed for 40 feet so our right of way is 40 feet wide on that side of center line.

On the blue print near station 70, please correct the station PSS 78+78.5 to read PSS 70+78.5. This apparently was an error in tracing the map.

I am advised by H. B. Brown, County Roadmaster that the District Attorney of Josephine County has made the corrections suggested in my letter of Dec. 31st, relative to the description from Mr. & Mrs. Schow. I trust this project can be put on for the January letting as it is quite important we get the irrigation ditches and structures completed before the irrigation season starts in April.

Please check special provisions to see that the contractor is required to complete alteration in irrigation ditches and to construct irrigation siphons and culverts on or before April 1st, and maintain such irrigation ditches and structures until he finishes all his work.

Very truly yours,

cc. R. H. Baldock
EAC:AWF

E. A. Collier
Division Engineer

FORM S-A-1 10619 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 5, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

We are sending you a blue print copy of the alignment map covering the Murphy-Grey's Creek Section of the William's Secondary Highway in Josephine County.

We have received certified copies of the deeds received for the properties involved and have noted on the map the widths as specified in the deeds. It appears that the width of the Gilmore property has been reduced from 40 feet to 30 feet on the East side of the center line. Also the width thru the Haberman property is 40 feet instead of 30 feet as requested, and for which a revised description was prepared and forwarded to you. Will you please check these plans and advise if they are as they should be.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R.H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 28, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Acting Chief of Bureau on December 26, 1934, approved the project statement for Oregon U. S. Public Works Highway Project No. NRS 244 (1935), involving the construction of the Applegate River Bridge and approaches, 1.4 miles in length, near Murphy in Josephine County.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

FORM S-A-1 10819 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2494

17-9

OREGON STATE HIGHWAY COMMISSION

SALEM

December 13, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Will you please advise by return mail of the status of the right of way for the Murphy-Grays Creek section of the Williams Secondary Highway in Josephine County. Would particularly like to know of the situation at the proposed Bridge, over the Applegate River.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock ✓

NOTED
State Highway Engineer

FORM 8-A-1 10874 7500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

11-2-2

2144

OREGON STATE HIGHWAY COMMISSION
SALEM

Dec. 8, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock (Murphy-Grays Creek Section)
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

There are a number of irrigation ditches and siphons to be constructed on this section. I suggest that a paragraph be added under "schedule of performance" in the special provisions to the effect that the contractor shall complete the construction and adjustment of all irrigation facilities on or before April 1st, so that there will be no interruption or arguement about irrigation water.

I talked with the County Engineer of Josephine County Saturday. The Court is attempting to secure all this right of way by deed and intend to condemn such parcels as cannot be secured by negotiations. I asked him to advise me on Dec. 5th, what progress was being made so that I could tell you in time for the Commission meeting whether Murphy-Grays Creek could be put on the latter part of December.

On the Haberman property at the east end of the Murphy-Grays Creek Section, Mr. Martin made the right of way description cover a strip 40 feet wide on the north side of center line. The owner objects to cutting off the end of his barn and coming so close to his house. It is my opinion that we can get along alright with a 30 foot strip north of center line.

Will you please check the cross sections, which are in the Salem office, to see if they disclose any reason why we cannot get along on a 30 foot right of way and if we can, please prepare a revised description covering a 30 foot strip on the north side of center instead of 40 feet.- The right of way on the south side of center line to remain the same, or if you wish we will prepare description and send to your office for checking. Please advise.

Very truly yours,

NOTED

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

November 27, 1934

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Murphy-Provolt Section of the Williams Highway to which number ERS 244 (1935) has been assigned.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/KR

Encl.

STATE Oregon

PROJECT NO. ERS 244 (1933)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

~~NATIONAL RECOVERY HIGHWAY ACT~~
FEDERAL AID ROAD ACT

~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto~~

Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) November 27, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat. 355)~~ June 16, 1933 entitled "An Act to ~~provide that the United States shall aid the States in the construction~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public ~~roads and post roads, and for other purposes~~," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Murphy-Provolt Section, Williams Highway.
2. Between ~~control points of official description:~~ a point in NE ¼, Sec. 19, T. 37 S., R. 5 W., and a point in NW ¼, Sec. 20, T. 37 S., R. 5 W.
3. Between intermediate control points if used: ..... and .....

County of Josephine

4. Length in miles (gross) 1.4 (net) 1.4
5. Preliminary estimate of cost: Total, $ 51,000; section of road to be first improved, $ 51,000, of which $ 30,000 is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: .....
(Amount.)
Current income sufficient to insure completion Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1930.
(Source; refer to statute.)
(*b*) County .....
(Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State (State or (and)county.) from the following sources: Current Income: Chapter 41, Laws 1927: Chapter 248, Laws 1930. (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

FORM S-A-1 12743 15M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2440

OREGON STATE HIGHWAY COMMISSION

SALEM

November 19, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Please keep in touch with the Williams Secondary Highway in Josephine County and advise immediately concerning the question of right of way.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. C. Smith,
Construction Engineer.

HCS/H

CC to
R.H. Baldock

FORM S-A-1 10614 7500 7-54

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL J. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Nov. 6, 1954.

IN REPLY PLEASE REFER TO FILE NO

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Under separate cover today we are sending you by express the location profile and 2 blue print sheets for the Murphy-Grays Section of the Williams Secondary Highway in Josephine County.

In respo nse to your letter of Oct. 22nd, I have checked pipe data in the field and have indicated on the map and profile where the salvaged pipe is being used giving station, size and length and the station from which the pipe is to be salvaged.

At station 44+50 an 18" siphon with 2 lift boxes should be used and at station 48+50 a 36" pipe should be used in a large drain ditch. The irrigation canal is rather small but the drain ditch carries quite a lot of water.

I have indicated at each siphon location the number of lift or other kind of boxes required. The only change from the list shown on page "6" of the Special Provisions sent you is under item 4. It should read "inlet" instead of outlet.box. The water pipe at station 60+79 is an old 2" water pipe in poor condition. We plan to place there a 4" galvanized water pipe with 4 45° elbows. A sketch shows the proposed installation. The upper end of the pipe simply extends to the ditch and the lower end empties into a small ditch.

The concrete curb at station 78+50 is O.K. as to grade line and horizontal clearance. The old concrete wall at station 60+80 is to be removed by the contractor as part of his excavation and a new concrete curb constructed of class "A" concrete. Height 18", top width 7" and bottom width 9". The present walk is to be cut back to this line as part of the excavation. The farmer plans to level his yard down in which operation he will remove all of his sidewalk.

I have checked the location of all road approaches and culverts required thereunder, and these are shown on the blue prints and profile.

I have indicated a ditch change north of station 26. I am unable to check your station 3+50.

Martin has used iron pipe irrigation and iron drain pipe. The difference in these pipes is simply in the use to which they are put as in all cases they are corrugated iron pipe. However most of them are 12", which is too small to be left under the highway and new 18" pipe has been used to replace them. The siphon pipe should be double riveted and soldered.

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

-2- H. G. Smith

IN REPLY PLEASE REFER TO FILE NO

I have checked through trench excavation and corrected items are shown on the print.

The recommended maximum size for topping materials is 4" and the topping should be laid in two courses. Approximately 10% of filler will be necessary in the screened gravel surfacing and expect to get by without any in the roadbed topping.

Attached hereto you will find a list of pipe for Murphy-Grays Creek, which may be of use indicating the station from which the salvaged pipe is secured and at which station it is to be installed; Also new pipe required. The 28 feet of 18" pipe at station 15+68 in place is O.K. for grade and will not need to be cleaned or salvaged and the 27 feet of new concrete culvert at this location is to be placed on the east end. The 18" culvert at station 54+86 must be dug up, cleaned and lowered.

Also attached hereto find revised Engineer's Estimate. I have attempted to split the pipe about equally between concrete and corrugated but require the type of pipe shown at the different locations.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

...RTION Sta. 8+80 to sta. 1.41 miles Nov. 6, 1934
...rade, surface and oil mat.

ITEM	ENGINEER'S ESTIMATE TOTAL	ALLOWANCE	TOTAL	UNIT PRICE	COST
Clearing and Grubbing	12.00	-	12.00	$50.00	$600.
Trench Excavation	236	24	260	1.50	390.
Excavation single class	16625	1375	18000	.30	5400.
Overhaul	24330	2670	27000	.03	810.
Truckhaul	1579	121	1700	.15	255.
Finishing Roadbed & slopes	1.41	-	1.41	200.	282.
Salvage & replace 12" culvert	161	19	180	.75	135.
12" concrete pipe	20	-	20	1.25	25.
Salvage & replace 18" Culvert	24	-	24	.75	18.
18" Concrete Pipe	253	27	280	2.25	630.
36" Asphalt coated corr. iron culv. pipe	46	-4	50	6.00	300.
18" Asphalt coated corr. iron siphon	210	0	210	3.00	630.
Galv. Iron Water Pipe 4"	53	7	60	.70	42.
Lumber F.B.M.	700	100	800	40.M.	32.
Class A Concrete	17	3	20	24.	480.
SelectedRoadbed topping	3951	369	4300	.55	2365.
Screened Gravel Surfacing	1634-	166	1800	1.25	2250.
Filler			200	.40	80.
Hauling Filler			200	.20	40.
Mineral Aggregate in place	640	60	700	3.20	2240.
No. 3 Road oil in place	44	4	48	38.00	1844.
Cutback or Emulsified Asphalt	13	1	14	30.00	420.
					$18,788.00
Plus 10% for contingencies and engineering				TOTAL	1,876.80
					$20,644.80.

Note: Murphy bridge and Grays Creek culvert or bridge under separate contract.

FORM S-A-1 19874 7500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Oct. 29, 1934.

17-9

IN REPLY PLEASE
REFER TO FILE NO

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: C. B. McCULLOUGH

Dear Sir:

Under separate cover by express we are sending you a vicinity map for Greys Creek on the Williams Secondary Highway in Josephine County.

In my special provisions for the Murphy Section recently submitted I suggested that the bridge or culvert at this location be constructed in connection with the Murphy bridge. In the same express package is also contained field notes and sheet of bridge construction survey data, form 61, and Goodnight's letter of transmittal. You will note Goodnight suggests a change in the channel. It would be a good idea to have Mr. Paxson take a look at this and talk with the local people. It may be that since the rock has been placed to protect the bank of the stream a location just west of the present bridge would be best and would involve less channel change than one further west as suggested by Goodnight. The bed of this stream shows large boulders and indications are that considerable material moves down the stream during freshets.

Very truly yours,

cc. R. H. Baldock
dc. H. G. Smith
EAC:AWF

E. A. Collier
Division Engineer

FORM S-A-1 13743 10M 8 54

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 22, 1954

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Before the plans and specifications can be completed for the Murphy-Grays Creek Section, Williams Secondary Highway, additional information is necessary. We are returning the detail profile and three blue prints of the Federal Aid plans upon which have been placed in yellow our interpretation of data submitted and questions concerning which additional information is needed.

Check the pipe data shown on the blue print in yellow with the original profile to see that our interpretations are correct. Indicate where the salvage pipe is being used, giving station, size, length and source.

The map shows the main canal approximately crossing station 44+50. Should a 36" pipe be used here and an 18" pipe used at station 46+50, or should they be reversed.

Indicate at each siphon location whether an outlet and / or inlet boxes are required and which are "lift" or "level" outlets.

Is the galvanized pipe at station 60+79 a 4" or 3" pipe? The map shows a 3" while the special provisions state it is 4". How much pipe is now in place? How much extension will be necessary and how are the connections with the ditch and existing pipe to be made?

Is the concrete curb at station 78+50 O.K. as to grade, line and horizontal clearance? If not, advise as to disposal and replacement if replacement is necessary. What provision is to be made for removal and disposal of the old concrete wall at station 60+80. Is the present walk to be cut back and re-established? If so, how will payment be made?

Please check the location of road approaches.

Are ditch changes necessary or desirable at stations 3-+50 and north of station 26.

OREGON STATE HIGH...

NOTED
State Highway Engineer

On the map the existing pipes are called "Iron pipe, irrigation" and "Iron Drain Pipe." What is the difference between these pipes or are they the same and can either or both be extended with corrugated iron pipe.

The trench excavation quantities appear to be rather low. Trench excavation should include excavation for wall, siphon boxes, ditch changes less than half yard per lineal foot, etc. Please check these quantities closely.

What is the recommended maximum size for topping materials and whether they should be laid in one or two courses. About what per cent of filler will be necessary?

We would appreciate having the profile and prints with the above information returned at your earliest convenience.

It would be a convenience and would expedite the completion of plans and specifications if data sent in for projects were complete. The engineers in the field know the actual conditions that exist, but the man in the office has to depend upon the information furnished by the plans and specifications submitted. Therefore it is very essential that all information be given in complete detail.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

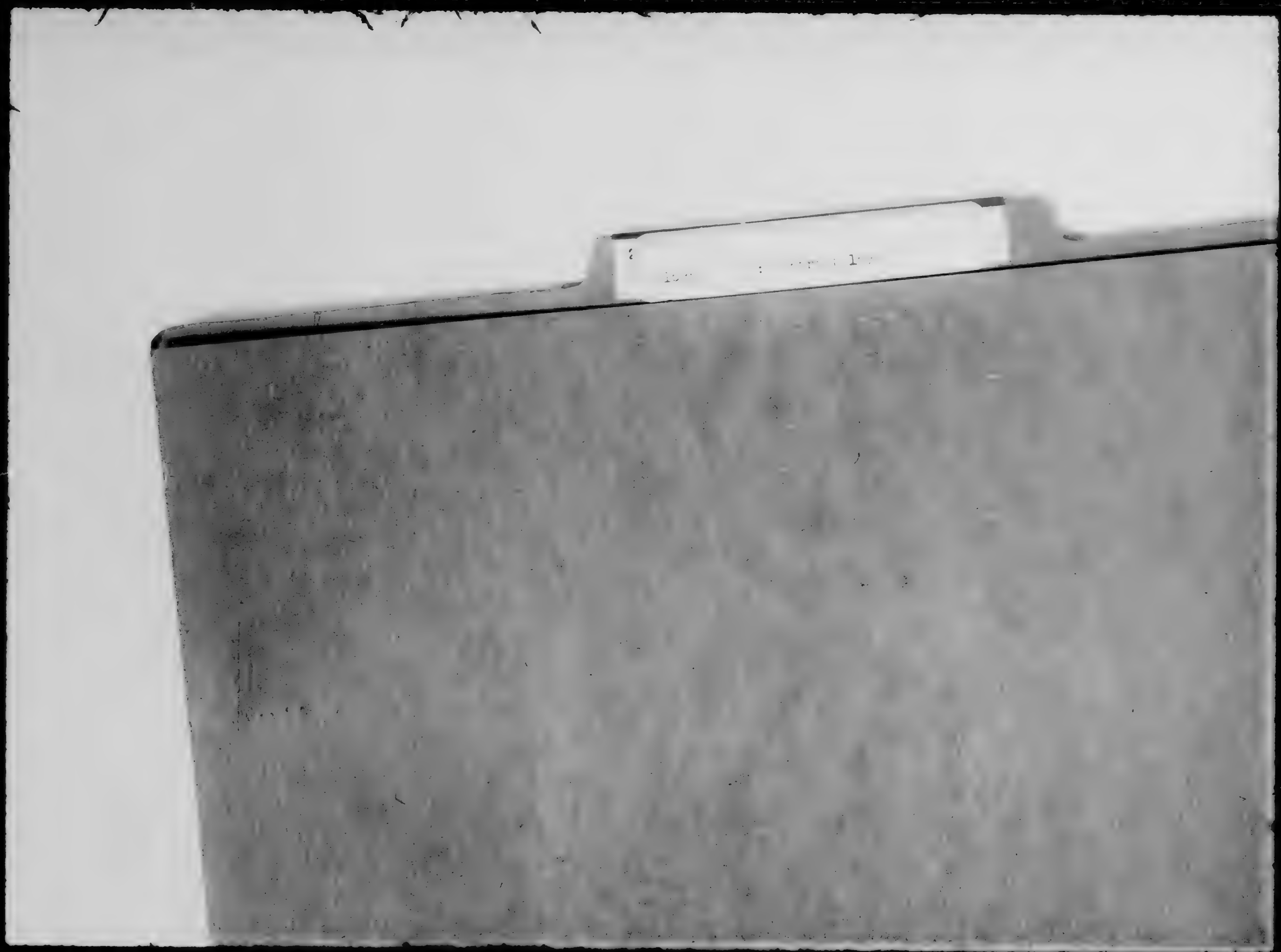
Dictated by
Chas. E. Low
H.

CC to
R.H.Baldock

CONTRACT #1698,

SEE:

CONTRACT #1697,



CONTRACT #1699,

NRM 150-B Toledo Sec. 1934

1699

November 22, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1699 for the construction of the Toledo Section of the Corvallis-Newport Highway in Lincoln County, has been completed by the contractor, E. C. Hall, 775 W. 11th Street, Eugene, and that final settlement will be made by the State with said contractor for work done under this contract, on or after December 2, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $44,493.37, including the final payment. Of this amount $603.17 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-A-1 82699 2M 6-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~- Toledo
October 12, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Oregon.

Dear Sir:

Herewith my explanation for overruns and/or under runs of semi final quantities on the Toledo Section of the Corvallis-Newport Highway in Lincoln County, Oregon. Contract 1599; E. C. Hall Contractor.

EXCAVATION ROADBED SECTION. Within 10%.

EXCAVATION BUILDINGS. Within 10%.

TRENCH EXCAVATION. Preliminary estimate low. It evidently did not include sufficient trenching required to lower main sewers and house laterals, pipe installation, or additional pipe required over that estimated.

OVERHAUL ROADBED. The preliminary estimate was based on mass diagram and errors in fill sections on which it was made amounted to approximately 4100 cu. yds. and a grade (lowering) change across tide flat at or near the Newport end of job, which further effected the overhaul.

OVERHAUL BUILDINGS. Overrun due to the overrun (appox. 685 cu. yds.) in excavation at building sites at "B" "J" and "O" which had to be placed in other building site fills so that moving of buildings could go on.

TRUCK HAUL ROADBED. Overrun due to above reasons for overhaul.

TRUCK HAUL BUILDINGS. Underrun occured due in part to overrun in "Overhaul Buildings" item and in part to obtaining a borrow site for building fills, very close to where fills required.

FINISHING ROADBED AND SLOPES. No. overrun or underrun.

PIPE ITEMS. Overrun due to insufficient detailing and investigation on preliminary resulting in under estimated quantity.

SALVAGING CULVERT PIPE. Several cross culvert pipes not found by locating field party.

ROCK BACKFILL IN DRAINS. Evidently overestimated on preliminary as 65% more lineal trench backfill made than estimated.

CONCRETE CATCH BASINS. Overrun due to lack of detail work on preliminary estimate.

CLASS "A" CONCRETE. Underrun due to lack of preliminary investigation to fix height of wall required.

METAL REINFORCEMENT. Underrun due to same reason as for underrun on "Class "A" Concrete".

SELECTED ROADBED TOPPING. Overrun due in part to an underestimated quantity to take care of the many street intersections and service stations and driveways and in part due to the fact that the "quarry run" material was such that the upper roadbed topping course went into the voids in the lower course.

COARSE MATERIALS IN SURFACING. Overrun within 10%.

FINE MATERIALS IN SURFACING. Within 10%.

COARSE MATERIALS IN SHOULDERS. Overrun. Preliminary evidently estimated on quantity required for shoulders only. This material was also used on all of the intersecting street intersections, service stations, drive approaches and small amount for rock sidewalk construction.

FINE MATERIALS IN SHOULDERS. Underrun due to utilizing sweepings from oil mat on each side.

FILLER. Within 10%.

BINDING FILLER. Overrun due to procuring a sandy filler from the vicinity of the ocean beach.

SPRINKLING. Overrun due partly to continued dry weather and partly to underestimated quantity required to properly take care of many intersecting streets and service station layouts.

MINERAL AGGREGATE IN PLACE. Within 10%.

ASPHALT IN PLACE. Within 10%.

EMULSIFIED ASPHALT IN PLACE. Overrun due largely to the fact that a short run with distributor, as at Main Street connection and oiled drive at "P" buildings resulted in an increased amount used.

Very truly yours,

Jno. H. Neef,
Res. Constr. Eng'r.

JHN/KS

3 cc.

Form 333—SM—8-24

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT.

For Week Ending October 12, 193 5

Section Toledo

Highway Corvallis-Newport

Contractor E. C. Hall

Date of contract Jan. 31, 193 5

Date work started Feb. 7, 193 5

Amount of contract . . . . . $ 38,994.00

Estimated cost of completed project, exclusive of engineering $45,354.84

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 5860.00, 12.92 %

Kind of work Grading & Bit. Macadam.

Section prefix 21-1102 NRM 150-B.

Contract number 1699

Date of completion Sept. 30, 193 5

Estimated date of completion , 193

Per cent of time elapsed 100 %

Date project was completed Sept. 13, 193 5

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

W. E. Chandler and Mr. Van Scoy were in Toledo Wednesday P.M. October 9th. Mr. Chandler does not think standard pavement markers should be placed in bituminous pavement in City but that City monuments should be placed where required.

Semi final records and estimate completed this week and will be submitted first part of next week with letter of explanation of overruns and/or underruns of quantities.

Signed Jno. H. Neef R.E.

Address Toledo, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

150 E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 27, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRM 150-B, Toledo Section, Corvallis-Newport Highway, Lincoln County, was made by a representative of this office on September 13, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Jos

FORM S-A-1 10619 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. E. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~ Toledo.

August 26, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. L. Chandler,
Division Engineer,
Salem, Oregon.

RECEIVED
AUG 27 1935
DIVISION ENGINEER

Dear Sir:

In my letter to you of August 24th 1935 explaining the overruns for additional authorization on the Toledo Section of the Corvallis-Newport Highway, as requested in your letter of August 19th, the overrun in item of trench excavation 1100 cu. yds. ($1100.00) was overlooked. The overrun in trench excavation quantity was due to insufficient consideration and detailing of the sewers to be lowered, the drain tile and pipe trenches, the culvert pipe trenches, trenches for salvaging pipe and trench excavation allowable for determining location of sewer laterals and house connections.

With the inclusion of the above with the main items of overrun as shown in my letter of August 24th, covers the intended explanation.

Very truly yours,

Jno. H. Neaf,
Asst. Constr. Eng'r.

JHN/KS

cc R. H. Baldock
H. O. Smith
F. D. Lasen.

FORM 8-A-1 10619 15M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM Toledo.
August 24, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. [illegible] Chandler,
Division Engineer,
Salem, Oregon.

Dear Sir:

In explanation of overruns in Engineering Costs and on quantities on the Toledo Section as requested in your letter of August 19th 1935.

This work has not been a construction job only, but has required much additional field investigation and surveys and detailing not taken care of or foreseen by the location party. We have estimated that preliminary survey work done by the construction party and chargeable to location survey amounts to approximately $900.00 and an estimated $500.00 additional on R/W and building movement adjustment. This work has consisted of building ties, (some of which that were taken on location survey were not correct and had to be retaken and some that were insufficiently complete and had to be retaken), building floor levels, topography for building sites, service station layouts, sewer line locations which had to be found by excavating and levels taken, existing improvements at street intersections and elsewhere insufficient that had to be considered in construction work, drainage data on existing culverts and catch basins, investigations and borings for drainage pipe and tile location, topography at street intersections, investigation and consideration of four culvert pipes, not shown in location notes and/or plans, etc.

This preliminary work in addition to detailing and field work in connection with many difficult street intersections, drainage structures, location and detail of sewer and water changes, cross section of sites and detailing for moving of buildings, drive approaches, concrete retaining wall, alteration of street grades entering new highway and change in grade stations 2583 to 2590 are the principal reasons for overrun in Engineering Costs.

This job is not comparable with ordinary construction project. It is 0.64 mile in length of which 0.44 mile is on curve, all 25 ft. intervals requiring 3700 grade hubs and markers. It lies entirely in the city of Toledo, crosses six important street intersections at varying angles and with intersecting street grades up to a maximum of 12.7%. All street grades had been established by city ordinance and such grades had to be altered by ordinance, which required profile and limits of alteration on said streets. The grade of the new highway is practically all on 6 and 7% grades and on curves with a maximum 24° curve and with improvements its entire length on either side to be considered.

On Goverment projects for very brief plans and description a cost, up to 4% of project is allowed and if project is approved by Goverment then

up to 15% is allowed for preparation of plans, estimates, field investigations including borings or soundings, specifications and detail plans.

In explanation of overrun in quantities, any estimate made on complicated work, which estimate is not made on at least moderately accurate detailing is liable to overrun or underrun to possibly greatly varying extent.

The items of overrun in tile, pipe, salvage and catch basins amounting to approximately $945.00 was due to improper consideration and detailing of preliminary work.

The $1750 overrun in Selected (quarry run) Roadbed Topping was due to the following reasons. (1) Underestimating of material on preliminary to cover intersections and service station areas to the extent of approximately (400 cu. yds.) $700.00. (2) To the furnishing, by the contractor, quarry run selected material of oversize, breaking larger pieces by sledge, which required a finer selected roadbed material of which I estimate 12 to 15% went into the voids of the selected roadbed base laid, (600 cu. yds.) $1050.00.

No explanation is attempted for the 3 cu. yds. overrun in coarse and fine material as it represents an overrun of only about 4% of amount of preliminary estimate which may be accounted for in connections at each end of job and the extra width spread on super elevated curves to obtain 30 ft. paved section.

The $1237.00 (495 cu. yds.) overrun in coarse material in shoulders was due to this material being used for surfacing on street intersections and service station and driveway areas sufficient of which if any was not provided for in the preliminary.

The item "hauling filler", overrun of $875.00 (4375 yd. miles) was due to the obtaining of a deposited beach sand filler approximately nine miles from the job.

The item of sprinkling ($165.00) 110 M. Gals overrun was evidently due to too low a preliminary estimate of water to be used, as at no time has the application of water been made wastefully.

Extra Work Orders and Price Agreement work, highway construction and R/W not foreseen by preliminary estimator, amounts to $359.00

The underruns on the job mainly on one structure (two items) amounting to approximately $384.00 is attributable to lack of preliminary investigation, study and sufficient detailing to prepare plans to which to work to.

Having gone into the above at this time, I will go into more detail in the letter to be written to you as mentioned in several previous weekly reports.

Very truly yours,

Jno. H. Neef K.E.

Jno. H. Neef,
Hes. Constr. Eng'r.

JHN/KS

cc R. H. Baldock
H. G. Smith
F. D. Mason

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

SALEM

August 19, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Jno. H. Hoef,
Resident Engineer,
Oregon State Highway Commission,
Toledo, Oregon.

RECEIVED
AUG 26 1935

Dear Sir:

The following additional authority for expenditure on the Toledo Section has been requested:

Overrun in Quantities	$4,000.00
Overrun in Engineering	3,000.00

Will you please send in an explanation for this overrun?

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

WEC:AM
cc R. H. Baldock
H. G. Smith
F. D. Mason

RECEIVED
AUG 20 1935

OREGON STATE HIGHWAY COMMISSION

AUTHORITY FOR ADDITIONAL EXPENDITURE

APPLYING TO CONTRACT JOBS

Job Toledo Section — Date August 16, 1935.

Highway Corvallis-Newport — Job Prefix 21-1102 (NRM-150-B)

County Lincoln — Contract No. 1699

Contractor E. C. Hall — Authorization No. 1

Description of Additional work to Be Done or Additional Expense to Be Incurred Together with Reasons Therefor:

Overruns in preliminary estimate.

Estimate of Quantities and Cost:

Overrun in contract quantities	$4,000.00
Overrun in engineering costs	3,000.00
	$7,000.00

Description and Estimate of Cost for Any Offsetting Savings to Be Made:

None

INSTRUCTIONS

Submit three copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for additional expenditure until approved and returned.

Total original authorization	$43,393.40
Total present authorization	43,987.40
Additional authorization requested	7,000.00
Additional authorization approved	$7,000.00

APPROVED ... DIVISION ENGINEER

Request made by:

Jno. H. Neef
Resident Engineer

Recommended for Approval:

Division Engineer

Recommended for Approval:

Construction Engineer

Approved:

State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

AUTHORITY FOR ADDITIONAL EXPENDITURE

APPLYING TO CONTRACT JOBS

Job Toledo Section

Highway Corvallis-Newport

County Lincoln

Contractor E. C. Hall

Date August 16, 1935.

Job Prefix 21-1102 (NRM-150-B)

Contract No. 1699

Authorization No. 1

Description of Additional work to Be Done or Additional Expense to Be Incurred Together with Reasons Therefor:

Overruns in preliminary estimate.

Estimate of Quantities and Cost:

Overrun in contract quantities	$4,000.00
Overrun in engineering costs	3,000.00
	$7,000.00

Description and Estimate of Cost for Any Offsetting Savings to Be Made:

None

INSTRUCTIONS

Submit three copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for additional expenditure until approved and returned.

Total original authorization	$43,393.40
Total present authorization	43,987.40
Additional authorization requested	7,000.00
Additional authorization approved	$7,000.00

APPROVED [illegible] STATE HIGHWAY ENGINEER

Request made by:

Jno. H. Neaf
Resident Engineer

Recommended for Approval:

Division Engineer

Recommended for Approval:

Construction Engineer

Approved:

State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

AUTHORITY FOR ADDITIONAL EXPENDITURE

APPLYING TO CONTRACT JOBS

Job Toledo Section — Date August 16, 1935.

Highway Corvallis-Newport — Job Prefix 21-1102 (NRM-150-B)

County Lincoln — Contract No. 1699

Contractor E. C. Hall — Authorization No. 1

Description of Additional work to Be Done or Additional Expense to Be Incurred Together with Reasons Therefor:

Overruns in preliminary estimate.

Estimate of Quantities and Cost:

Overrun in contract quantities	$4,000.00
Overrun in engineering costs	3,000.00
	$7,000.00

Description and Estimate of Cost for Any Offsetting Savings to Be Made:

None

INSTRUCTIONS

Submit three copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for additional expenditure until approved and returned.

Total original authorization	$43,393.40
Total present authorization	43,987.40
Additional authorization requested	7,000.00
Additional authorization approved	$7,000.00

Request made by:

Jno. H. Neef
Resident Engineer

Recommended for Approval:

Division Engineer

Recommended for Approval:

Construction Engineer

Approved:

State Highway Engineer

DEM 3-A-1 10619 10M 9-34

COMMISSIONERS
ESLIE M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
. B. ALDRICH, PENDLETON
. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~ Toledo.

August 26, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Oregon.

RECEIVED
AUG 27 1935
DIV. ENGR.

Dear Sir:

In my letter to you of August 24th 1935 explaining the overruns for additional authorization on the Toledo Section of the Corvallis-Newport Highway, as requested in your letter of August 19th, the overrun in item of trench excavation 1100 cu. yds. ($1100.00) was overlooked. The overrun in trench excavation quantity was due to insufficient consideration and detailing of the sewers to be lowered, the drain tile and pipe trenches, the culvert pipe trenches, trenches for salvaging pipe and trench excavation allowable for determining location of sewer laterals and house connections.

With the inclusion of the above with the main items of overrun as shown in my letter of August 24th, covers the intended explanation.

Very truly yours,

Jno. H. Neef,
Res. Constr. Eng'r.

JHN/KS

cc R. H. Baldock ✓
H. G. Smith
F. D. Mason.

FORM S-A-1 16810 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM Toledo.
August 24, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Oregon.

RECEIVED
DIVISION ENGINEER

Dear Sir:

In explanation of overruns in Engineering Costs and on Quantities on the Toledo Section as requested in your letter of August 19th 1935.

This work has not been a construction job only, but has required much additional field investigation and surveys and detailing not taken care of or forseen by the location party. We have estimated that preliminary survey work done by the construction party and chargeable to location survey amounts to approximately $900.00 and an estimated $300.00 additional on R/W and building movement adjustment. This work has consisted of building ties, (some of which that were taken on location survey were not correct and had to be retaken and some that were insufficiently complete and had to be retaken), building floor levels, topography for building sites, service station layouts, sewer line locations which had to be found by excavating and levels taken, existing improvements at street intersections and elsewhere insufficient that had to be considered in construction work, drainage data on existing culverts and catch basins, investigations and borings for drainage pipe and tile location, topography at street intersections, investigation and consideration of four culvert pipes, not shown in location notes and/or plans, etc.

This preliminary work in addition to detailing and field work in connection with many difficult street intersections, drainage structures, location and detail of sewer and water changes, cross section of sites and detailing for moving of buildings, drive approaches, concrete retaining wall, alteration of street grades entering new highway and change in grade stations 2583 to 2590 are the principal reasons for overrun in Engineering Costs.

This jobis not comparable with ordinary construction project. It is 0.64 mile in length of which 0.44 mile is on curve, all 25 ft. intervals requiring 3700 grade hubs and markers. It lies entirely in the city of Toledo, crosses six important street intersections at varying angles and with intersecting street grades up to a maximum of 12.7%. All street grades had been established by City ordinance and such grades had to be altered by ordinance, which required profile and limits of alteration on said streets. The grade of the new highway is practically all on 6 and 7% grades and on curves with a maximum 24° curve and with improvements its entire length on either side to be considered.

On Goverment projects for very brief plans and description a cost, up to 4% of project is allowed and if project is approved by Goverment then

up to 15% is allowed for preparation of plans, estimates, field investigations including borings or soundings, specifications and detail plans.

In explanation of overrun in quantities, any estimate made on complicated work, which estimate is not made on at least moderately accurate detailing is liable to overrun or underrun to possibly greatly varying extent.

The items of overrun in tile, pipe, salvage and catch basins amounting to approximately $945.00 was due to improper consideration and detailing of preliminary work.

The $1750 overrun in Selected (quarry run) Roadbed Topping was due to the following reasons. (1) Underestimating of material on preliminary to cover intersections and service station areas to the extent of approximately (400 cu. yds.) $700.00. (2) To the furnishing, by the contractor, quarry run selected material of oversize, breaking larger pieces by sledge, which required a finer selected roadbed material of which I estimate 12 to 15% went into the voids of the selected roadbed base laid, (600 cu. yds.) $1050.00.

No explanation is attempted for the 5 cu. yds. overrun in coarse and fine material as it represents an overrun of only about 4% of amount of preliminary estimate which may be accounted for in connections at each end of job and the extra width spread on super elevated curves to obtain 30 ft. paved section.

The $1237.00 (495 cu. yds.) overrun in coarse material in shoulders was due to this material being used for surfacing on street intersections and service station and driveway areas sufficient of which if any was not provided for in the preliminary.

The item "hauling filler", overrun of $875.00 (4375 yd. miles) was due to the obtaining of a deposited beach sand filler approximately nine miles from the job.

The item of sprinkling ($165.00) 110 M. Gals overrun was evidently due to too low a preliminary estimate of water to be used, as at no time has the application of water been made wastefully.

Extra Work Orders and Price Agreement work, highway construction and R/W not forseen by preliminary estimator, amounts to $859.00

The underruns on the job mainly on one structure (two items) amounting to approximately $984.00 is attributable to lack of preliminary investigation, study and sufficient detailing to prepare plans to which to work to.

Having gone into the above at this time, I will go into more detail in the letter to be written to you as mentioned in several previous weekly reports.

Very truly yours,

Jno. H. Neef J.S.

Jno. H. Neef,
Res. Constr. Eng'r.

JHN/AS

cc R. H. Baldock
H. G. Smith
F. D. Mason

FORM S-B-1 25400 500 8-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. E. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1503

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

August 19, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Jno. F. Neef,
Resident Engineer,
Oregon State Highway Commission,
Toledo, Oregon.

Dear Sir:

The following additional authority for expenditure on the Toledo Section has been requested:

Overrun in Quantities	$4,000.00
Overrun in Engineering	3,000.00

Will you please send in an explanation for this overrun?

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

WEC:AM
cc R. H. Baldock
H. G. Smith
F. D. Eason

150 B

AUGUST 8, 1935.

Mr. Willam W. Banks,
Attorney at Law,
Public Service Building,
Portland, Oregon.

Dear Sir:

Reply is made to your letter of the 7th inst. requesting the name of the contractor who is constructing the Toledo Section of the Corvallis-Newport Highway.

The contract to which you refer is State Highway contract No. 1699 and was awarded by the State Highway Commission to contractor E. C. Hall, individual, whose address is 775 West 11th Avenue, Eugene, Oregon.

The bond furnished by Mr. Hall in connection with this contract was written by the Maryland Casualty Company; Hansen and Rowland, Inc., Agent, 1312 Public Service Building, Portland, Oregon.

Yours very truly,

Secretary

HBG:M

WILLIAM W. BANKS
ATTORNEY AT LAW
PUBLIC SERVICE BUILDING
PORTLAND, OREGON

August 7, 1935.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please advise me of the name of the contractor who has a road contract with the State Highway Commission for constructing or repairing the road through Toledo, Oregon? I understand that the name of this company is either the Hall Construction Company or the E. C. Hall Construction Co. I desire to be informed of the correct name of this contractor.

An early reply will very greatly oblige.

Yours very truly,

W. W. Banks

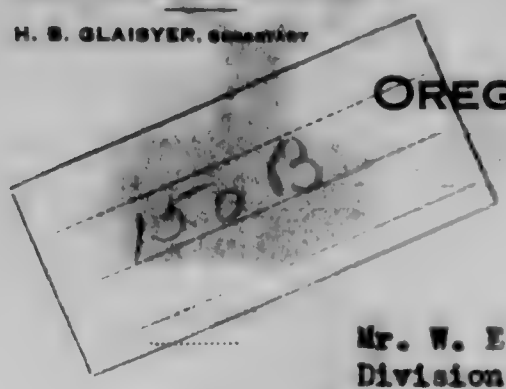
WWB:HM

FORM S-A-1 31945 2M 8-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM



OREGON STATE HIGHWAY COMMISSION

SALEM

July 31, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Ore.

Dear Sir:

I note in Mr. Neef's recent weekly report that he is omitting spiraling and full super-elevation within the city of Toledo. Both of these details have been given much study by various members of the department including unlimited personal attention by Mr. Baldock, so that it is not felt that any one individual is sufficiently familiar with all the details to have a legitimate basis for modifying our standard specification in these respects.

This is particularly true with respect to spiraling. The advantage of having spiraled curves for the introduction of super-elevation is very great and certainly there can be no particular disadvantage except a slight inconvenience in surveying. Our standard super-elevation for 6° curves is only adequate for 35 miles per hour and speed of this amount can be expected on this section. I can visualize no intersecting streets to require an adjustment in grade, therefore I believe that the specification should be followed on this job.

Mr. Baldock has requested that no modification of the standards be made without his approval of the particular case.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

HGS/H

By

CC to
R. H. Baldock

H. G. Smith,
Construction Engineer.

NOTED
State Highway Engineer

R M BISSELL, PRESIDENT

Hartford Fire Insurance Company

Pacific Department

HARTFORD BUILDING

San Francisco, California

JOY LICHTENSTEIN
MANAGER

B. F. UPDIKE
RESIDENT AGENT
BATEMAN BUILDING

A. C. POSEY
ASSISTANT MANAGER

TOLEDO, OREGON

July 20, 1935

RECEIVED
JUL 25 1935

State Highway Commission
Attention Mr. John Neef
Resident Engineer
Toledo, Oregon

Dear Mr. Neef:

This letter is written for the purpose of releasing the Highway Commission from any liability on damages that might result to the building known as the Updike Building from any fill that might be made against the building. This is giving you my permission to make this fill against the east wall, and assuming the responsibility for any damages that might result therefrom.

Yours truly,

Frank Updike

FRANK UPDIKE

FU:RT

RECEIVED
JUL 24 1935
DIVISION ENGINEER

R. M. BISSELL, PRESIDENT

Hartford Fire Insurance Company

Pacific Department

HARTFORD BUILDING

San Francisco, California

JOY LICHTENSTEIN
MANAGER

B. F. UPDIKE
RESIDENT AGENT
BATEMAN BUILDING

A. C. POSEY
ASSISTANT MANAGER

TOLEDO, OREGON

July 20, 1935

RECEIVED
JUL 25 1935

State Highway Commission
Attention Mr. John Neef
Resident Engineer
Toledo, Oregon

Dear Mr. Neef:

This letter is written for the purpose of releasing the Highway Commission from any liability on damages that might result to the building known as the Updike Building from any fill that might be made against the building. This is giving you my permission to make this fill against the east wall, and assuming the responsibility for any damages that might result therefrom.

Yours truly,

Frank Updike

FRANK UPDIKE

FU:RT

RECEIVED
JUL 24 1935
DIVISION ENGINEER

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRM 150-B

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-Aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

For

Hwy. 25 347

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. FHM 150-B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 18th day of December, 1928, a project statement, which was approved by the Secretary on the 7th day of June, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 27th day of June, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty seven thousand, one hundred thirty four and 90/100

dollars ($ 37,134.90) as the share of the United States payable under said act on account of Section B of said project, which d[redacted]s the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—8518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2554+50 in the NW 1/4 of Sec. 17, T. 11 S., R. 10 W., and survey station 2590+00 in the SE 1/4 of Sec. 7, T. 11 S., R. 10 W., W.M.,

, length 0.642 of a mile, in Lincoln County,

being Section D of Oregon U.S.Pub.Wks.Hwy. project No. NRM 150, consisting of 0.642 of a miles of roadway and no bridges, of more than 20 feet clear span, known locally as the Toledo section of the Corvallis-Newport Highway, between official control points Federal Aid road at Corvallis, and Federal Aid road near Newport.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 16, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirty seven thousand, one hundred thirty four and 90/100 dollars ($37,134.90), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of [illegible] dollars ($ xx), the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E. B. Goodrich

Member, State Highway Commission
(Title of officer)

By Chas. Washburn

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S. 2513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks.Hwy. NRM 150-B (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 37,134.80 as the total estimated cost of said project, and the sum of $ 37,134.80 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ ~~account share of~~ 1¢ said total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 S 4829

RECEIVED

February 21, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Toledo Section, Project No. NEM 150-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 150-B

[illegible] SECTION OF THE

CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 21, 1935

All Required		Clearing and Grubbing		$ 500.00
20,500	cu. yds.	Excavation, Single Classification	$ 0.30	6,150.00
250	cu. yds.	Trench Excavation	1.00	250.00
15,000	yd. sta.	Overhaul	0.02	300.00
1,000	yd. mi.	Truck Haul	0.20	200.00
0.64	mile	Finishing Roadbed and Slopes	300.00	192.00
350	lin. ft.	6" Porous Drain Tile	0.50	175.00
100	lin. ft.	6" Sewer Pipe	0.50	50.00
150	lin. ft.	9" Perforated Iron Pipe	1.10	165.00
260	lin. ft.	12" Concrete Pipe	1.50	390.00
240	lin. ft.	12" Asphalt Coated Corr. Iron Pipe	1.30	312.00
60	lin. ft.	15" Asphalt Coated Corr. Iron Pipe	2.00	120.00
30	lin. ft.	30" Asphalt Coated Corr. Iron Pipe	6.00	180.00
160	lin. ft.	Salvaging Culvert Pipe	0.50	80.00
90	cu. yds.	Rock Backfill in Drains	2.00	180.00
6	only	Concrete Catch Basins	25.00	150.00
95	cu. yds.	Class "A" Concrete	20.00	1,900.00
9,500	lbs.	Metal Reinforcement	0.06	570.00
4,500	cu. yds.	Selected Roadbed Topping	1.75	7,875.00
1,600	cu. yds.	Coarse Materials in Surfacing	2.50	4,000.00
600	cu. yds.	Fine Materials in Surfacing	2.50	1,500.00
200	cu. yds.	Coarse Materials in Shoulders	2.50	500.00
80	cu. yds.	Fine Materials in Shoulders	2.50	200.00
600	cu. yds.	Filler	0.30	180.00
600	yd. mi.	Hauling Filler	0.20	120.00
200	M-Gals.	Sprinkling	1.50	300.00
1,400	cu. yds.	Mineral Aggregate in Place	3.50	4,900.00
80	tons	Asphalt in Place	26.00	2,080.00
8	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	240.00
			Sub-total	$ 33,759.00
			10% Engr. & Cont.	3,375.90
			Total	$ 37,134.90

Length	0.642 mile
Cost per mile	$ 57,842.52

National Recovery Municipal Funds Requested.....$ 37,134.90

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931
State Funds for Maint: Chap. 41, laws 1927; Chap. 88, laws 1931

NRM . 150-B

February 8, 1933

Mr. E. C. Hall
775 W. 11th Avenue
Eugene, Oregon

Dear Sir:

For use in connection with the Toledo Moving Buildings, Grading, Surfacing and Bituminous Macadam Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Newport, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. Jno. Neef

150 B

February 1, 1935

Mr. E. C. Hall
West 11th Avenue
Eugene, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 31 for the construction of the Toledo Section of the Corvallis-Newport Highway in Lincoln County, and has awarded to you the contract for such work at your bid price of $38,994.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRM 150-B, Toledo section of the Corvallis-Newport Highway, to E. C. Hall, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. Lynch

W, H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

January 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. papers for Oregon U.S.Public Works highway project NRM 150-B, the Toledo section of the Corvallis-Newport Highway, have today been recommended for approval. This is your authority for advertising.

Very truly yours,

W. H. LYNCH
District Engineer

January 10, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are today sending, under separate cover, five bid proposals for the Toledo Section, Project No. NRM 150-B. The plans and estimate for this work, sent to you previously, are correct.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 150-B

TOLEDO SECTION OF THE

CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, Sept. 21, 1934.

All Required		Clearing and Grubbing		$ 500.00
20,500	cu. yds.	Excavation, Single Classification	$0.35	7,175.00
250	" "	Trench Excavation	0.75	187.50
15,000	yd.stas.	Overhaul	0.03	450.00
1,000	yd. mi.	Truck Haul	0.15	150.00
0.64	mile	Finishing Roadbed & Slopes	200.00	128.00
350	lin. ft.	6" Porous Drain Tile	0.30	105.00
100	" "	6" Sewer Pipe	0.75	75.00
150	" "	9" Perforated Iron Pipe	1.00	150.00
260	" "	12" Concrete Pipe	1.60	416.00
240	" "	12" Asphalt Coated Corr. Iron Pipe	1.60	384.00
60	" "	15" " " " " "	2.00	120.00
30	" "	30" " " " " "	4.00	120.00
160	" "	Salvaging Culvert Pipe	0.60	96.00
90	cu. yds.	Rock Backfill in Drains	1.70	153.00
6	only	Concrete Catch Basins	25.00	150.00
95	cu. yds.	Class "A" Concrete	25.00	2,375.00
9,500	lbs.	Metal Reinforcement	0.06	570.00
4,500	cu. yds.	Selected Roadbed Topping	1.70	7,650.00
1,600	" "	Coarse Materials in Surfacing	2.80	4,480.00
600	" "	Fine Materials in Surfacing	2.80	1,680.00
200	" "	Coarse Materials in Shoulders	2.80	560.00
80	" "	Fine " " "	2.80	224.00
600	" "	Filler	0.50	300.00
600	yd. mi.	Hauling Filler	0.20	120.00
200	M-Gals.	Sprinkling	1.50	300.00
1,400	cu. yds.	Mineral Aggregate in Place	3.80	5,320.00
80	tons	Asphalt in Place	28.00	2,240.00
8	"	Emulsified or Cut-back Asphalt in Seal Coat	30.00	240.00
			Sub-total	$36,418.50
			10% Engr. & Cont.	3,641.85
			Total	$40,060.35

Length 0.642 mile
Cost per mile $62,399.29

National Recovery Municipal Funds Requested..... $40,060.35

September 22, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Toledo Section, Project No. NEM 170-B.

Five bid proposals and five blueprint copies of the plan summary sheet are being sent under separate cover.

These papers have been revised to include construction of a bituminous macadam wearing surface and to likewise include non-participating work consisting of moving of buildings from the right of way.

For your information, two blueprint copies of the plans showing the building moving procedure were sent to you yesterday. Please destroy the blueprint copies of the plan summary sheet that were sent with the building moving plan prints for the reason that they are incorrect.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/KR

Encl.

September 21, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Toledo Section, Project No. NEM 150-B.

Five bid proposals and five blueprint copies of the plan summary sheet are being sent under separate cover.

These papers have been revised to include construction of a bituminous macadam wearing surface and to likewise include non-participating work consisting of moving of buildings from the right of way.

For your information, we are likewise sending two blueprint copies of the plans showing the building moving procedure.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

June 27, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S.Public Works project NRM 150-B, the Toledo section of the Corvallis-Newport Highway, 0.642 miles of grading and crushed rock surfacing, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

150B

June 26, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with suggestions made today by Mr. Davis, concerning the sizes of topping materials and, likewise, the sizes of the materials to be used in manufacturing crushed materials for surfacing of the Toledo Section, Project No. ~~NHS~~ 150-B, pages 21 and 23, of the special provisions for the project, have been revised. Five copies of each page are enclosed herewith, and it is our request that they be inserted in the bid proposals sent to you, previously.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:ER

Encl.

June 23, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Toledo Section, Project No. NRM 150-B.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:ER

Encl.

Oregon State Highway Department

National Recovery Municipal
Project No. NRM 150-B

TOLEDO SECTION OF THE

CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, ~~June 13rd~~ Sept, 1934.

All Required		Clearing and Grubbing		$ 500.00
20,500	cu. yds.	Excavation, Single Classification	$ 0.35	7,175.00
250	" "	Trench Excavation	0.75	187.50
15,000	yd. sta.	Overhaul	0.03	450.00
1,000	yd. mi.	Truck Haul	0.15	150.00
350	lin. ft.	6" Porous Drain Tile	0.30	105.00
100	" "	6" Sewer Pipe	0.75	75.00
150	" "	9" Perforated Iron Pipe	1.00	150.00
260	" "	12" Concrete Pipe	1.60	416.00
240	" "	12" Asphalt-coated Corr. Iron Pipe	1.60	384.00
60	" "	15" " " " " "	2.00	120.00
30	" "	30" " " " " "	4.00	120.00
160	" "	Salvaging Culvert Pipe	0.60	96.00
90	cu. yds.	Rock Backfill in Drains	1.70	153.00
6	only	Concrete Catch Basins	25.00	150.00
95	cu. yds.	Class "A" Concrete	25.00	2,375.00
9,500	lbs.	Metal Reinforcement	0.06	570.00
4,500	cu. yds.	Selected Roadbed Topping	1.70	7,650.00
1,600	" "	Coarse Materials in Surfacing	2.80	4,480.00
550	cu. yds.	Fine Materials in Surfacing	2.80	~~1,540.00~~
600	" "	Filler	0.50	300.00
600	yd. mi.	Hauling Filler	0.20	120.00
200	M-Gals.	Sprinkling	1.50	300.00
		Sub-total.....		$ 27,566.50
		10% Engr. & Cont.....		2,756.65
		Total.....		$ 30,323.15

Length 0.64 mile

Cost per mile $47,[illegible].32

National Recovery Municipal Funds requested ..... $ 30,323.15

CONTRACT #1700,

NRS 246 Rhea Cr. Br. & Approaches 1935

1700

246

June 24, 1936

O. M. Pierce
212 N. Russell St.
Portland, Oregon

Dear Sir:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of June 28, 1935 for an extension of time in which to complete your contract for the construction of a bridge over Rhea Creek on the Wasco-Heppner Secondary Highway in Morrow County. There follows an excerpt from the minutes of the State Highway Commission meeting held on July 26, 1935 covering this matter:

"O. M. Pierce, Contract No. 1700, for construction of a bridge over Rhea Creek on the Wasco-Heppner Secondary Highway near Heppner in Morrow County, requested an extension of time of 30 days from July 15, 1935 to August 15, 1935, in which to complete this project, giving the following reasons for such request: (1) Increased quantities of materials to be moved in the grading work and channel change construction; (2) Inclement weather; (3) Difficulty in securing labor. The Engineer recommended that the contractor's request be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

246

May 29, 1936

Carl W. Mautz, Attorney
Bates, Lively & Pearson
General Agents
Yeon Building
Portland, Oregon

Dear Sir:

We have your letter of May 27, with reference to claims in connection with the O. N. Pierce Contract No. 1700, Rhea Creek Bridge near Heppner in Morrow County.

You are advised that no further claims have been filed against this contract other than those enumerated in your letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

May 27, 1936

H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bridge 2104 - Contract 1700
O.N.Pierce, Contractor

Dear Sir:

On March 19th you advised us of the claims of Fisher Brothers, E.E.Rugg, A.S.Logan, Gilliam & Bisbee and Clair Ashbaugh.

As time for filing claims against the bond expired April 16th, 1936, we would appreciate your advising us whether there were any additional claims filed between March 19th, 1936 and April 16th, 1936.

Yours very truly,

Carl V. Mantz
Attorney

CVM V

Please prepare answer

#1700

246

March 19, 1936

George A. Mercer, Adjuster
Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Attention: Carl V. Mauts

Gentlemen:

In response to your inquiry of March 17, you are advised that the following claims are on file against O. N. Pierce, in connection with his contract no. 1700, Bridge over Rhea Creek in Morrow County:

Fisher Bros., $42.00 for equipment rental

E. E. Rugg, $191.70 for board of men and pump gasoline

A. S. Logan, $232.00 for wages

Gilliam & Bisbee Estate, $31.68 for hardware

Clair Ashbaugh, for labor, amount not stated

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B BRAINARD, PRESIDENT

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

RECEIVED
MAR 18 1936
OREGON

PORTLAND, ORE.,

March 17, 1936

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: O. N. Pierce - No. 1700

Dear Sir:

Will you kindly advise the names of the claimants and the amount claimed that have filed claims with the Secretary of State against bond on the above contract.

Yours very truly,

George A. Mercer, Adjuster

By: Carl V. Maulz

CVM:M

246

March 6, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the final voucher for the Rhea Creek Bridge Section, U.S.P.R. Project No. NRS 246 (1935).

For the reasons given in the explanation of overruns and underruns, attached to the final estimate, the cost of the roadwork on the project considerably overran the estimated cost given by the project agreement estimate. However, the final cost of the bridge shows a corresponding underrun, and it is, accordingly, our request that the excess funds set up in the estimate for the cost of the structure be utilized to reimburse the additional cost of the roadwork.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/HE

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

246-1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 4, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to our letter of February 17th asking that you submit requests for transfer of funds from the bridge section to the roadway section on Oregon U. S. Public Works project NRS 246-A (1935).

We have received the request for transfer of funds in connection with Oregon U. S. Public Works project NRS 251-A (1935), but the one for 246-A was apparently overlooked.

Will you please submit a request, in triplicate, so that we can forward the final voucher for NRS 246-A (1935) for payment.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
FEB 19 1936
OREGON
STATE ... COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

February 18, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher for Oregon U.S.Public Works project NRS 246-A (1935).

The field auditor has called attention to the fact that the contractor has refused to sign his final estimate, claiming additional yardage. If litigation should result in a judgment against the state, it might be possible to modify the project agreement to take care of the overrun. If the present final voucher is paid, it would be more difficult to claim additional Federal funds.

Will you please advise if we should forward the voucher for payment in its present form?

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

RECEIVED
FEB 19 1936
OREGON
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, OREGON

February 17, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final vouchers recently submitted for Oregon USPW projects NRS 246-A (1935) and NRS 251-A (1935).

In connection with a project in another state, we have been advised that when submitting final vouchers forprojects wherein claim is made for two or more sections or units and Federal funds are claimed on a section or unit in excess of the amount provided in the approved estimate, it is necessary to submit a statement by the State requesting the transfer of funds. Submission of the voucher alone is not considered sufficient.

Will you, therefore, submit request, in triplicate, for the two projects.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

246

#1700

February 17, 1936

Mr. O. H. Pierce
218 N. Russell Street
Portland, Oregon

Dear Sir:

Mr. Clair Ashbaugh of Heppner, Oregon, has presented a claim for underpayment of wages earned in your employ on the Rhea Creek Bridge, Project NRS 246, between the dates of May 15 and July 8, 1935.

The amounts quoted as received by Mr. Ashbaugh do not agree with the amounts shown in the certified pay rolls. In order to clear this matter up, I would ask that you furnish us with cancelled checks or other receipts for wages paid to Ashbaugh between the above dates.

Very truly yours

R. H. Baldock
State Highway Engineer

GSP LD

cc Bureau of Public Roads

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRS 246

RECEIVED
FEB 6 1936
OREGON

POST OFFICE BUILDING
PORTLAND, OREGON

Feb. 4, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Clair Ashbaugh, Heppner, Oregon, has presented a claim for underpayment of wages earned in the employ of O. N. Pierce, contractor on Project NRS 246, Rhea Creek Bridge, from May 23 to July 8, 1935.

The amounts quoted as received do not agree with the amounts shown in the payroll transcripts as earned or paid. However, we cannot determine the periods covered by the various payments received from the information submitted.

We request therefore that you obtain cancelled checks or receipts from the contractor for wages paid to Ashbaugh between May 23 and July 8th, and also that the period covered by the payment be indicated so that we may be able to compare them with the records and information on file in this office.

Yours very truly,

W. H. LYNCH
District Engineer

246

#1700

February 5, 1936

George A. Mercer, Adjuster
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Attention: Carl V. Mauts

Dear Sir:

In response to your inquiry of February 4, you are advised that the O. M. Pierce contract No. 1700, Rhea Creek Bridge in Morrow County, was completed on August 9, 1935, and the contract was accepted on October 16, 1935.

The final payment has not yet been made on this contract, the total amount retained being $2,331.34.

Claims on file against the contractors are: Fisher Bros., $42.00 for equipment rental; E. E. Rugg, $191.70 for board of men and pumping; A. S. Logan, $232.00 for board and wages as shovel runner; Gilliam & Bisbee, Est., $31.68 for hardware and nails.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster.

OREGO

PORTLAND, ORE.,

February 4, 1936

H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 1700
Bridge No. 2104 - O.N.Pierce -

Dear Sir:

Will you please advise when this work was accepted by affirmative action of the Commission. Please also advise us whether you are retaining any funds due this contractor and whether any claims are on file against this contract.

Yours very truly,

George A. Mercer, Adjuster

By Carl V Mauty

CVM V

Aug. 7. 1935

Sept. 16. 1935

File # 2,331.34

246

November 2, 1935

Mr. G. S. Paxson
Acting Bridge Engineer
O F F I C E

Dear Sir:

Reference is made to your letter of September 16, directed to Mr. C. P. McCullough, regarding two instances of violations of the labor provisions on federal aid jobs, particular reference being made to the Rhea Creek Bridge project under contract to J. N. Pierce & Company and the Umatilla River Bridge job at Pendleton under contract to C. J. Montag & Sons.

This matter had the attention of the State Highway Commission at a recent meeting and the Commission decided that the proper thing to do would be to tell the men who are complaining about their wages to report their difficulties direct to the Bureau of Public Roads. It was also decided that the best way to handle this would be through the Resident Engineer in charge of the construction of these bridges.

Will you please see that the information is passed on to the Resident Engineer?

Yours very truly,

HBG:MC

State Highway Engineer

REFERRED TO
Blaisdell
By State Highway Engineer

For Com. meeting

September 18, 1935.

Baldock:

o our conversation this afternoon, I am
hereto report under date of September 16,
axson which mentions two instances wherein
en informally advised of violations of
provisions on federal aid jobs.

to you in our conversation, the question
at this time is whether we are obligated
nd the contractor's payrolls which are
nd submitted to us. Such a procedure
il the necessity of bringing in the con-
bank account and cancelled checks and
omplete audit of his books.

The other question presented was whether we should forward complaints of this kind to the Bureau of Public Roads for investigation unless they are complaints made in writing and properly sworn to.

In accordance with your suggestion, I am transmitting Mr. Paxson's report, and will do nothing with this matter until receiving advice from you.

C. B. McCullough

CBM:AP
Attached

cc Mr. Paxson

September 18, 1935.

Mr. R. H. Baldock:

Pursuant to our conversation this afternoon, I am attaching hereto report under date of September 16, from Mr. Paxson which mentions two instances wherein we have been informally advised of violations of the labor provisions on federal aid jobs.

As stated to you in our conversation, the question presented at this time is whether we are obligated to go behind the contractor's payrolls which are sworn to and submitted to us. Such a procedure would entail the necessity of bringing in the contractor's bank account and cancelled checks and making a complete audit of his books.

The other question presented was whether we should forward complaints of this kind to the Bureau of Public Roads for investigation unless they are complaints made in writing and properly sworn to.

In accordance with your suggestion, I am transmitting Mr. Paxson's report, and will do nothing with this matter until receiving advice from you.

C. B. McCullough

CBM:AP
Attached

cc Mr. Paxson

September 16, 1938.

Mr. C. B. McCullough

We have been informally advised of two instances of violations of the labor provisions on federal aid jobs.

After the completion of the Rhea Creek Bridge in Morrow County, Mr. Clair Ashbaugh informed Resident Engineer Meisel that he had been paid off at the rate of fifty cents per hour. A check up on our federal aid pay rolls shows that Ashbaugh has been carried as a semi skilled labor on the 75 cents per hour rate since May 23, with the exception of three or four days in July when he was carried as a laborer under dual classification.

The contractor on the Rhea Creek job was O. N. Pierce & Co., with George Reed signing the payrolls as the contractor's representative.

After the completion of the Umatilla River Bridge at Pendleton, Mr. Arthur Fletcher, carried as a carpenter at $1.20 per hour, told Resident Engineer Rosecrans that he claimed more time than had been given him on his last pay check. In checking over Fletcher's claim, and comparing the amounts paid him on previous payrolls with the federal aid payroll, it seems that Fletcher had been paid for considerably more time than was shown on the payroll. If Fletcher's statement of the amount of money received, from the contractor, is correct, it appears that the contractors have been working him in violation of the 30 hour limit and paying him in amounts differing from those shown on the certified payrolls.

We have not investigated either of these matters. In the past we have never gone back of the certified payrolls submitted to us by the contractor and sworn to by him as

Mr. C. B. McCullough, #2

being a correct statement of the hours and wages paid.

I would like your advice as to whether or not, in the present instances, we should make any further investigation.

C. S. Paxson

GSP:AP

246

#1700

December 9, 1935

Mr. E. E. Rugg
Heppner, Oregon

Dear Mr. Rugg:

This acknowledges receipt of your letter of the fourth instant in regard to your claim against O. H. Pierce for services rendered him in connection with his contract with the State Highway Commission for the construction of a bridge over Rhea Creek.

I am sorry that you have not yet secured satisfaction from Mr. Pierce and I hope that he will make full settlement when he receives his final payment from the State. We have not yet paid him the final amount for this job but we are ready to do so as soon as he signs and returns to us the final voucher which was submitted to him on October 4th. We anticipate a return of the voucher daily, following which it will take about two weeks to deliver the final warrant.

I believe it would be a good idea for you to file notice of your claim with the surety on the bond furnished by Mr. Pierce in connection with this job. The bond was written by the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland. I would also suggest that you file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 280, Laws of 1931, a mimeographed copy of which is enclosed for your information. I may have sent you a copy of this before, but nevertheless the second copy will do no harm.

According to our records, this job was completed by Mr. Pierce on August 9, 1935, and was accepted by the State Highway Commission by formal action on October 16, 1935.

I shall never forget my stay at your place in the winter of 1919-1920 and have many pleasant memories in connection therewith. I have never returned to Heppner since leaving there at that time and I can assure you that if I ever do I will be very glad to renew your acquaintance. As you suggest, I presume there have been many changes which have taken place during the last fifteen years.

With kindest regards, I remain,

Very truly yours,

Secretary

HBG:MBL

Encl.

Dec, 5, 1935

H. B. G.

Final voucher in amt. $2,331.34 was mailed to Pierce for sig. on Oct, 4, 1935. Has not yet been returned. This mans claim was filed in our office on Aug, 12, 1935. No record of it ever having been filed thru Sec. of State. Contract was completed Aug, 9, 1935 - Accepted Oct, 16, 35

J. MCF.

mer Oregon

ec. 4th 1935

Dear Sir, I have ...bal. of my claim for board & material furnished Mr. Pierce on the bridge contract here at Rhea Creek
Am wondering if Mr Pierce Has received his final estimate and settlement.

I remember you well when you were here on this highway survey Things have certainly changed since you were here you would hardly know the place

Thanking you in advance for a reply I am

Very truly yours

E E Rigg

Heppner Oregon

Dec. 4th 1935

H.B. Glaisyer
Sec. State Highway Comm.
Salem Oregon

Dear Sir, I have never received the bal. of my claim for board & material furnished Mr. Pierce on the bridge contract here at Rhea Creek
Am wondering if Mr Pierce Has received his final estimate and settlement.

I remember you well when you were here on this highway survey Things have certainly changed since you were here you would hardly know the place

Thanking you in advance for a reply I am

Very truly yours

E E Rugg

246

October 4, 1935.

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agent
Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1700, for the construction of the Bridge over Rhea Creek near Heppner on the Wasco-Heppner Secondary Highway in Morrow County, has been completed by the contractor, O. N. Pierce, 73 N. E. Russell Street, Portland, Oregon, and that final settlement will be made by the State with said contractor for work done under this contract, on or after October 14, 1935.

The State has been advised of the following claims against this contract: Fisher Bros., $42.00 for equipment and rental; A. S. Logan, $232.00 for wages; Gilliam & Bisbee Estate, $31.68 for hardware & nails. You are advised that the State assumes no responsibility for the above claims, or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $13,040.52, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1700

2446

SEPTEMBER
26
1935

Contract
No.1700

Gillism & Bisbee Estate,

Heppner, Oregon

Gentlemen:

This acknowledges receipt of your communication of September 18th addressed to Mr. W. A. Reeves, Office Engineer, Bridge Department, advising of your claim against O. N. Pierce for materials furnished on the Rhea Creek Bridge.

In connection with this contract, O. N. Pierce was required to furnish the State with a surety bond for the protection of claims and to insure satisfactory completion of the contract. This bond was written by the Aetna Casualty & Surety Company, for whom Bates, Lively and Pearson, are agents, with offices in the Yeon Building, Portland. We are today notifying the bonding company of your claim in the amount of $31.68; but would suggest that you also file your claim with the company and with the contractor. If you do not secure satisfaction by so doing, then file your claim with the Secretary of State in accordance with provisions of Chapter 280, Oregon Laws, 1931, mimeograph copy of which is enclosed for your information.

Yours very truly,

Secretary

HBG:FD
Encl 1

SEPTEMBER
26
1935

Contract
No.1700

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by O. N. Pierce in connection with his contract with the State Highway Commission for the construction of Rhea Creek Bridge near Heppner, that there has been filed in this office by Gilliam & Bisbee Estate, Heppner, its claim in the sum of $31.68 against O. N. Pierce.

Yours very truly,

Secretary

HBG:ED
cc-O.N.Pierce
73 N.E.Russell St
Portland,Oregon

GILLIAM & BISBEE EST.

ESTABLISHED 1877

Hardware and Implements

HEPPNER, OREGON

September 18th., 1935

Mr. W. A. Reeves,
Office Engineer, Bridge Department,
Salem, Oregon.

Dear Sir:

Attached please find account which we have against Mr. O. M. Pierce for materials furnished on the Rhea Creek Bridge. We are sending this to you on the reccomendation of Mr. C. C. Meisel, Resident Bridge Engineer.

We have sent Mr. Pierce several notices to Portland, Oregon but to date have heard nothing from him.

Yours very truly,

LLG. Gilliam & Bisbee Estate.

Shelf Hardware
Wood and Willow Ware
Graniteware
Crockery and Glassware
Pumps and Gas Pipe
Plumbing Supplies
of all kinds
Agricultural Implements
Job Work and Repairing
a specialty

After Maturity Interest will be
Charged at 8% Per Annum

Heppner, Oregon, Sept. 18th., 1935

M O. M. Pierce

In Account With

GILLIAM & BISBEE ESTATE

GENERAL HARDWARE, STOVES AND RANGES

Blacksmiths' Supplies, Coal, Iron, Steel, Paints, Varnishes and Painters' Supplies

SUPERIOR DRILLS OLIVER PLOWS

DATE	ITEMS	CHARGES	CREDITS	BALANCE
1935				
Jun 5	8 ft 20" Screen	45		
6	1 Keg 6D Box Nails	5 45		
	3# 3D Blued Nails	25		
	2# 2D Blued Nails	20		
8	1 Paint Brush	1 00		
	5 Sheets Roofing Tin	1 25		
13	12# Wire	85		
15	3D Fine Nails	25		
	6D Nails	15		
	1 Box Brads	10		
17	2 Sheets Tin	50		
	12# Sheet Iron	1 20		
	1 Keg 6D Box Nails	5 45		
20	7# Panel Wire(45) Panel Wire (50)	95		
24	2# 2D Lath Nails	18		
	1 ¾" Tee	15		
	3 ¾" Nipples	15		
	1 Keg 16D Nails	5 00		
	5# 3D Fine Nails	40		
Jul 1	3 Sheets Tin	75		
11	4 Galv Pails	1 20		
	4# Lath Nails	40		
15	15# Wire	90		
	1 Roll Building Paper	4 50		31 68

246

September 10, 1935.

Mr. George A. Mercer
BATES, LIVELY & PEARSON
Yeon Building
Portland, Oregon

Attention: Carl V. Hauts

Gentlemen:

In response to your inquiry of September 9, you are advised that the O. N. Pierce Contract No. 1700, for the construction of a bridge over Rhea Creek near Heppner in Morrow County was completed on August 9.

This contract has not yet been accepted. Total amount paid to date is $10,709.18, and the retained percentage is $997.35.

We have been advised of the following claims against this contractor: Fisher Bros. $42.00; A. S. Logan, $300.00 less $68.00 for board; E. E. Rugg, $191.70.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1700

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE., September 9,1935.

Mr. H.B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Re: State Highway Contract No.1700.
O. N. Pierce, Contractor.

Dear Sir:

Will you please advise us whether the present contract has been completed and if it has not been completed, advise us the percentage of completed work.

Please, also, advise us as to any outstanding claims.

Yours very truly,

George A. Mercer, Adjuster

CVM:em

By Carl V. Manly

Final Est. 10-$10,759.12
Ret'd $947.37

246

#1701

SEPTEMBER 7, 1935

Messrs. Green, Tanner & Roesen,
Attorneys at Law,
1003 Corbett Building,
Portland, Oregon.

ATTENTION: Mr. B. A. Green

Gentlemen:

This acknowledges receipt of your letter of the 5th enclosing affidavit of claim of A. S. Logan against O. N. Pierce and Company for wages due and services rendered O. N. Pierce and Company in connection with their contract with the State Highway Commission for construction of the Rhea Creek Project in Morrow County, Oregon.

Responding to your request, I am sending to you, by express, a certified copy of the contract in question.

Yours very truly,

Secretary

HBG:ED

Please note
E mail certified
Bliss

#1700

SEPTEMBER 7, 1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Hereto attached is copy of affidavit from A. S. Logan filed by his attorney, B. A. Green, Portland, representing his claim for wages due and services rendered O. N. Pierce & Company in connection with the Rhea Creek Project in Morrow County, being State Highway Contract No. 1700.

This information is given to you since our records disclose you wrote the bond in connection with this job.

Yours very truly,

Secretary

HMG:ED
Encl 1

cc-O.N.Pierce
73 N. E. Russell St
Portland, Ore

GREEN, TANNER & BOESEN
LAWYERS

B. A. GREEN
K. C. TANNER
CHRIS BOESEN

1003 CORBETT BUILDING
PORTLAND, OREGON

ATWATER 8346
77

2 Copies

September 5, 1935

State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed herewith find claim of A. S. Logan against one C. N. Pierce and Company for wages due for work and services rendered on the Rhea Creek Project in Morrow County, near Heppner, the particular mileposts between which this work was done being unknown to the claimant. Our understanding is that final settlement has not been made with said Pierce, although estimates have been rendered. Will you kindly acknowledge receipt of this claim and oblige. Also, forward to us a certified copy of the contract and bond rendered by said Pierce, upon which action will be premised pursuant to statute.

Yours very truly

GREEN, TANNER & BOESEN

By B. A. Green

BAG:BV

STATE OF OREGON,)
) ss.
County of Multnomah,)

I, A. S. Logan, being first duly sworn, depose and say:

That I was employed by the Consolidated Construction Company as a shovel man, or shovel runner, and performed four hundred hours of labor on the Rhea Creek Project in Morrow County near Heppner, Oregon, which project was under contract to O. N. Pierce and Company, and that there is due me for wages the sum of $300.00, less $68.00 for board, and that my services as said shovel man, or shovel runner, ceased some time during the month of May, 1935, and that no part of said money has been paid me, and I file this as a specific claim against the amount due said O. N. Pierce and Company from the State Highway Commission and file this as a claim against the bond of said O. N. Pierce and Company, and specifically request that a copy of the contract and bond be furnished me and sent to my attorney, B. A. Green, 1003 Corbett Building, Portland, Oregon.

That said sum is justly due me for services rendered in connection with said project in the employment as above stated, and no part thereof has been paid.

Further I say naught.

A. S. Logan

Subscribed and sworn to before me this 5th day of September, 1935.

Notary Public for Oregon

My commission expires Nov. 8, 1936

B. A. GREEN

246

#1700

AUGUST
31
1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Re: State Highway Contract #1700
O. N. Pierce, Contractor

Gentlemen:

This letter is to inform you as surety on the bond furnished by O. N. Pierce, contractor, in connection with State Highway Contract No. 1700 for bridge over Rhea Creek near Heppner, on the Wasco-Heppner Secondary highway, Morrow County, there has been filed in this office by Fisher Bros., Oregon City, their claim against O. N. Pierce & Logan Bros. subcontractor, in the sum of $42.00, copy of statement attached.

Yours very truly,

HBG:ED
Encl 1

cc-O.N.Pierce
73 N.E.Russell St
Portland,Ore

AUGUST
31
1935

Fisher Brothers,
General Contractors,
Oregon City, Oregon.

Re: State Highway Contract #1700
O. N. Pierce, Contractor

Gentlemen:

This acknowledges receipt of your letter of August 26th enclosing statement of your claim against Logan Bros. sub-contractors on the Rhea Creek Bridge job near Heppner, in the sum of $42.00.

In connection with this contract, O. N. Pierce was required to furnish the State with surety bond for the protection of claims and to insure the satisfactory completion of the project. We offer this bond for the protection of your claim. It was written by Aetna Casualty & Surety Company for which company Messrs. Bates, Lively & Pearson are local agents, with offices in the Yeon Building, Portland, Oregon.

We are today notifying the contractor and bonding company of this claim, and suggest you do likewise. If, however, you do not secure satisfaction by so doing, then file your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws, 1931, mimeograph copy of which is enclosed.

Yours very truly,

Secretary

HBG:ED
Encl

August 23 1935

Mr O.M. Pierce& Logon Bros. Subcontractor

FISHER BROS.

GENERAL CONTRACTORS

ERIC O. FISHER
ALBERT FISHER

Mail Address - Oregon City, Route 3

	For rental on Tractor and Trucks on Rhea Creek Bridge on Heppner Spray Highway, for Logan Bros.		
April	One Cat and Dozer 10 1/2 Hrs @	2.00	21.00
April	Two Trucks & Drivers 12 Hrs @	1.75	21.00
			$42.00

Yours Very Truly

Fisher Bros.

Eric O. Fisher

FISHER BROTHERS
GENERAL CONTRACTORS

Phone Beavercreek 18-551
OREGON CITY, OREGON

August 26,1936

Mr.R.H.Baldock
State Highway Engineer
Salem,Oregon.

1900

Dear Sir:::

In April we rented a Tractor and two Trucks to Logon Bros.on the Rhea-Creek bridge job south of Heppner, O.M.Pierce held the contract on the job.

We have been unable to get any money out of the Logon boys, hopeing you can advise us so we can get it settled, am incloseing a bill for same.

Yours Very Truly
Fisher Bros.
Erin O. Fisher

AUGUST 27, 1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agent,
Yeon Building,
Portland, Oregon.

RE: State Highway
Contract No. 1700

Gentlemen:

We are attaching hereto copy of a letter received from Mr. E. E. Rugg, advising that O. M. Pierce has mailed him a check in the amount of $67.98.

We are passing this information along to you as you appear as surety on the bond furnished by Mr. Pierce in connection with the contract shown above.

Yours very truly,

Secretary

JA:ED
Encl.

A1700

[illegible]

[illegible]

[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

August 26, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRS 246-A (1935), Rhea Creek Bridge Sec., Wasco-Heppner Hwy., Morrow County, was made by a representative of this office on August 6, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

24 E A

August 15, 1935.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your communication of August 5, in reference to Oregon U. S. Public Works project NRS 246-A (1935) Rhea Creek Bridge and approaches.

The original completion date for this structure was July 15. Under date of July 19, Mr. McCullough recommended an extension to August first, without penalty. This was acted upon favorably by the Commission on August 26.

Mr. McCullough reported that the contractor was delayed a few days due to a water spout, and in addition to this delay, was slowed up considerably during the harvest season because of the difficulty encountered in securing adequate labor.

The contractor's overrun in time did not inconvenience the state nor cause any additional expense as our engineer in charge of the job was working up his final records during that time.

In view of the foregoing circumstances, and in view of the rather minor amount of the overrun, we believe that the contractor should not be penalized.

We will be glad to have your reaction to this matter.

Very truly yours,

State Highway Engineer

CBM:AP
cc Mr. McCullough

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 5, 1935

AUG 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

DearSir:

Reference is made to Oregon U.S.Public Works project NRS 246-A (1935), Rhea Creek Bridge and approaches.

The work on this project is overrunning the time limit, which, in our inspections of this project, has been reported as due to the small crews employed by the contractor, which is construed as not diligently prosecuting the work. There is, of course, a penalty of $50.00 per day specified in the contract. However, the State and Federal government have been to the extra expense of an inspector and a small amount of engineering by reason of this overrun in time, and under the circumstances, we are inclined to the belief that the contractor on this project should be penalized unless you have knowledge of extenuating circumstances justifying an extension. Your views on this matter would be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

246

AUGUST 13, 1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

I am handing you herewith copy of claim from Mr. E. E. Rugg of Heppner, Oregon, against O. N. Pierce, arising out of his contract with the State Highway Commission while working on the Rhea Creek Bridge on the Wasco-Heppner Secondary Highway, Morrow County, State Highway Contract No. 1700.

This claim is in the amount of $191.70; and this information is given to you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly,

Secretary

HBG:LD
cc- O.N. Pierce
73 N.E.Russell St
Portland, Oregon

J. O. TURNER
ATTORNEY-AT-LAW
HEPPNER, OREGON

August 9, 1935.

Mr. H. B. Glazier,
Sec. State Highway Comm.
Salem, Oregon.

Dear Sir :

I am mailing you herewith my claim against O. N. Pierce for goods which I sold to Mr. John Logan for Mr. Pierce while working on the Rhea Creek Bridge during the months of March, April and May of this year.

Is it not possible that you can pay this amount to me direct instead of paying it to Mr. Pierce, or will it be necessary for me to take legal action.

Thanking you very kindly for this information, I am

Yours very truly,

E E Rugg

AUGUST 15, 1935

Mr. E. E. Rugg,

Heppner, Oregon.

Dear Sir:

This acknowledges receipt of your letter of the 9th inst. enclosing statement of your claim against contractor, O. N. Pierce, arising out of his contract with the State Highway Commission while working on the Rhea Creek Bridge on the Wasco-Heppner Secondary Highway, Morrow County, being State Highway Contract No. 1700.

It is not possible for the State Highway Commission to pay this claim direct but it will have to be paid thru the contractor. In connection with this job, Mr. Pierce was required to furnish the State with a surety bond for the protection of claims and to insure satisfactory completion of the contract. This bond was written by Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are agents, with offices in the Yeon Building, Portland, Oregon. I am today notifying the bond company of your claim; nevertheless I would suggest that you also file your claim with the company and with the contractor, O. N. Pierce. If you secure no satisfaction by so doing, then file your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws, 1931, mimeograph copy of which is enclosed for your information.

I note that the statement you submitted has been approved for the O. N. Pierce account by John A. Logan, and that it bears Mr. Logan's signature. For this reason, I am returning the statement to you but I have made a copy of it for our records and file.

Yours very truly,

HBG:ED
Encl 2
P.S.

Secretary

I am wondering whether you remember me. I stayed at your place several months during the winter of 1919-1920, making a survey of the road between Heppner and Hardman. Please accept my personal greetings.

HBG

TO E. E. RUGG
HEPPNER OREGON

E. E. Rugg Pumping Gas	7.55
Team Hire - 4 days	8.00
E. E. Rugg Labor	4.25
E. E. Rugg Labor	8.25
March Account Balance - Board - O.N.Pierce	55.27
Kelly Board (Crew)	20.66
Adrian & John Logan - Board	47.33
May, Adrian & John Logan - Board	3.50
Oil & Grease	18.65
Gasoline	20.24
	191.70

O. N. Pierce Acct
O.K. by John A. Logan

COPY

TO E. E. RUGG
HEPPNER OREGON

E. E. Rugg Pumping Gas	7.55
Team Hire - 4 days	8.00
E. E. Rugg Labor	4.25
E. E. Rugg Labor	8.25
March Account Balance - Board - O.M.Pierce	55.27
Kelly Board (Crew)	20.66
Adrian & John Logan - Board	47.33
May, Adrian & John Logan - Board	3.50
Oil & Grease	18.65
Gasoline	20.24
	191.70

O. M. Pierce Acct
O.K. by John A. Logan

COPY

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

July 1, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to initial and intermediate vouchers for Oregon U.S.Public Works project NRS 246 (1935), covering periods respectively from March 1, 1935, to May 10, 1935, and May 11, 1935 to June 10, 1935.

The initial voucher was submitted in amount of $3,561.80 including a claim of $2,151.80 for roadway. The project agreement estimate provides only $1,919.50 for roadway construction. Hence it is necessary to reduce the payment on this section to that amount, and the amount recommended for the voucher to $3,329.50.

As no funds are claimed for roadway on the intermediate voucher, the amount recommended is not affected. In preparing the next voucher, please show previous payments as follows:

Roadway	$ 1,919.50
Bridges	1,410.00

Very truly yours,

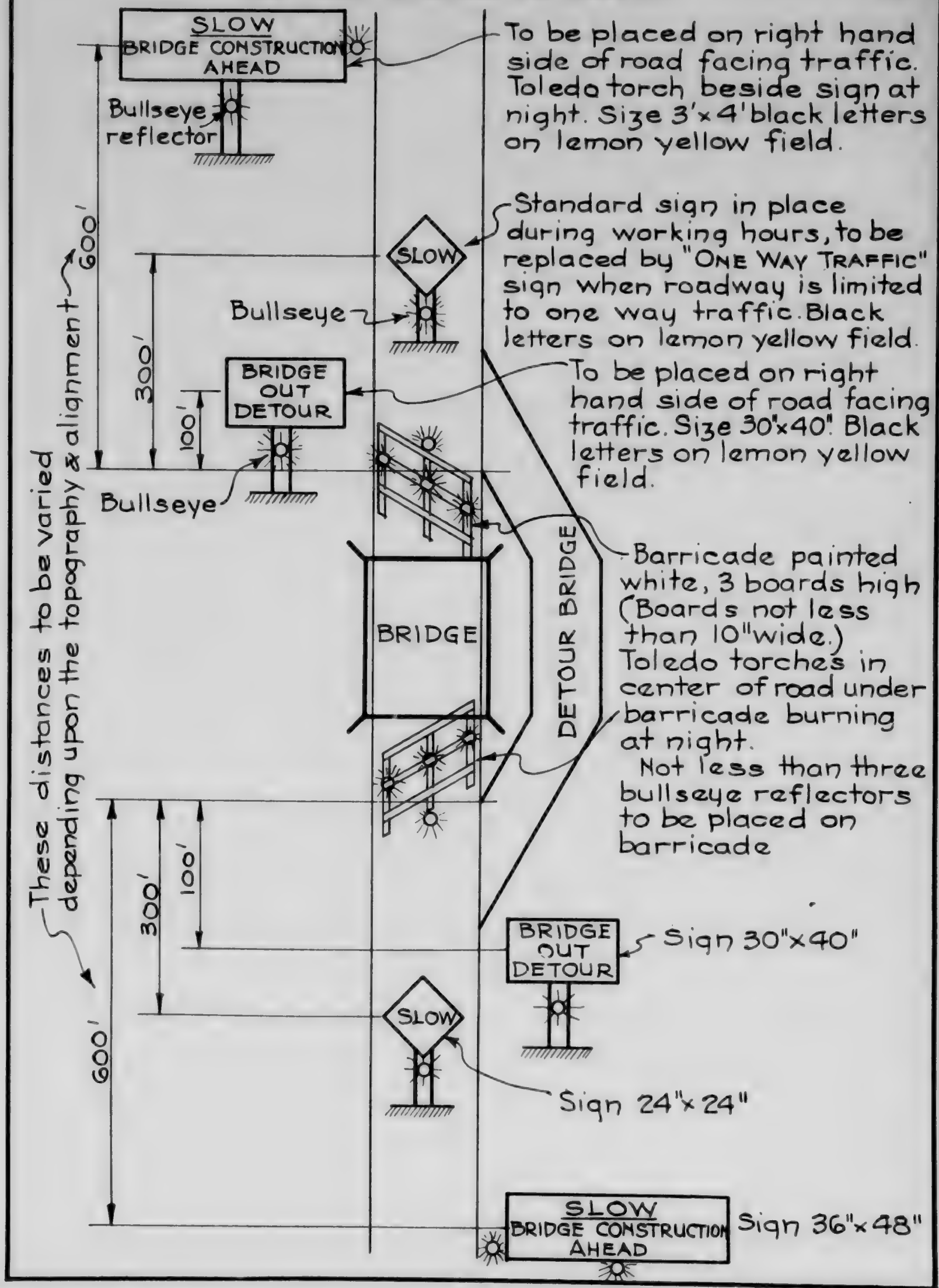
W. H. LYNCH
District Engineer

Voucher #1 - 3329.50
Voucher #2 - 1242.00

3561.80
3329.50
232.30

METHOD OF SIGNING TO BE USED WHEN DETOUR BRIDGE IS USED

③



Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. NRS 246 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 3, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

JLon

Hyp 25249

Form P. R. 2

U. S. Public Works Hwy. State Oregon

Project No. HES 246 (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 383, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 20th day of December, 1934, a project statement, which was approved by the Secretary on the 12th day of January, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ~~xxx~~ said project which were recommended for approval by the United States District Engineer on the 16th day of January, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fourteen thousand, six hundred twenty-seven and 80/100

dollars ($14,627.80) as the share of the United States payable under said act on account of ~~Section~~ ~~xxx~~ said project, which ~~does not exceed the authorized Federal pro-rata share~~ is of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources .....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 258+00, a point in the NE 1/4 of Sec. 34, T 3 S., R 25 E. through equation 267+04 = 3+60, and survey station 4+59, a point in the NW 1/4 of Sec. 34, T 3 S, R 25 E, W.M.,

, length .168 of a mile, in Morrow County, being ~~section~~ ~~and~~ Oregon U.S.Pub.Wks.Hwy. (1935) project No. ERS 246(), consisting of .168 miles of roadway and 1 bridges, each of more than 20 feet clear span, 0.020 of a mile in length, known locally as the Rhea Creek Bridge section of the Wasco-Heppner Highway.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction [redacted] of said project shall not in any event exceed the sum of fourteen thousand, six hundred twenty seven and 80/100 dollars ($14,627.80), certified to the Secretary of the Treasury as above mentioned, which [redacted], the approved total estimated cost [redacted] of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, laws 1917, Chap 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23d day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Paul Kasleburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By D. W. Nelson

Acting Chief, Bureau of Public Roads.

S—3519

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. PRS 246 (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $14,627.80 as the total estimated cost of said project, and the sum of $14,627.80 as the share of the United States, payable under said acts on account of such project, which ~~pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 22d day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By C. B. Mason
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4830

May 7, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Rhea Creek Section, Project No. NRS 246 (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

March 2, 1935

246

Mr. O. N. Pierce, Contractor
1300 N. E. Union Avenue
Portland, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract #1700 for the construction of a bridge over Rhea Creek near Heppner on the Nasco-Heppner Secondary Highway in Morrow County.

This copy is for your records and files.

Very truly yours,

OC

Secretary.

February 21, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Rhea Creek Bridge Section, Project No. NRS 246 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 246 (1935)

HEPA CREEK BRIDGE SECTION OF THE WASCO-HEPPNER HIGHWAY IN MORROW COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 21, 1935

Bridge

500	cu. yds.	Excavation		
40	cu. yds.	Excavation below Plans	$ 2.00	$ 1,000.00
144	cu. yds.	Class "A" Concrete	2.00	80.00
82	cu. yds.	Class "D" Concrete	25.00	3,600.00
45,000	lbs.	Metal Reinforcement	27.00	2,214.00
224	lin. ft.	Concrete Handrail	0.047	2,115.00
All Required		Removal of Old Bridge and Maint. Traffic	6.00	1,344.00
				1,200.00
		Sub-total		$ 11,553.00
		10% Engr. & Cont.		1,155.30
		Total		$ 12,708.30

Roadway Approaches

4,250	cu. yds.	Excavation, Single Classif.	$ 0.28	$ 1,190.00
8,400	yd. sta.	Overhaul	0.02	168.00
300	yd. mi.	Trunk Haul	0.20	60.00
36	lin. ft.	18" Asphalt Coated Corr. Iron Pipe	2.00	72.00
850	cu. yds.	Selected Roadbed Topping	0.30	255.00
		Sub-total		$ 1,745.00
		10% Engr. & Cont.		174.50
		Total		$ 1,919.50

Length of Bridge 0.020 mile
" " Roadway Approaches 0.168 "
Total Length 0.188 "

Cost per mile, Roadway $ 11,425.59

NRS Funds Requested:

Bridge	$ 12,708.30
Roadway Approaches	1,919.50
	$ 14,627.80

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1917; Chap. 248, Laws 1931

February 1, 1935

246

Mr. O. N. Pierce
73 N. E. Russell St.
Portland, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 31 for the construction of a bridge over Rhea Creek on the Wasco-Heppner Secondary Highway in Morrow County, and has awarded to you the contract for such work at your bid price of $13,298.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

MJ

cc Bridge Dept.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRS 246 (1935), bridge over Rhea Creek on the Wasco-Heppner Highway, to O. N. Pierce, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-E-1 10043 1500 11-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

#1B 246

5-4

January 24, 1935

To all Prospective Bidders on the
Rhea Creek Bridge in Morrow
County. Bids to be Received on
January 31, 1935.

Gentlemen:

Please be advised that the time limit for the completion of the Rhea Creek Bridge on the Wasco-Heppner Secondary Highway, will be changed to read July 15, 1935 instead of May 31, 1935, as shown in the proposal which has been sent to you. This date will be changed when the contract is made up.

Please bear this in mind when making up your bid for this project.

Very truly yours

C. B. McCullough
Bridge Engineer

By W. A. Reeves
W. A. Reeves,
Office Engineer

WAR LD

NOTED
H B GLAISY

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 16, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S.Public Works project NRS 216 (1935), the Rhea Creek bridge section of the Wasco-Heppner Highway, have today been recommended for approval. This is your authority for advertising.

From the plans, apparently the location of the termini of the project as shown on the project statement was in error, and we have revised our copies to read as follows: "A point in the NE 1/4 of Sec. 34, T 3 S, R 25 E, and a point in the NW 1/4 of Sec. 34, T 3 S, R 25 E." We suggest that you correct your copy of the project statement.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 14, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to advise that the project statement for Oregon U. S. Public Works Highway Project No. NRS 246 (1935), involving the improvement of Rhea Creek bridge and approaches on the Wasco-Heppner Highway in Morrow County, was approved January 12, 1935.

Very truly yours,

W. H. LYNCH
District Engineer

December 31, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Rhea Creek Bridge on the Wasco-Heppner Highway to which has been assigned No. NRS 246 (1935).

Very truly yours

R. N. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. [illegible] 246 (1933)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL RECOVERY HIGHWAY ACT
~~FEDERAL AID ROAD ACT~~
~~[illegible]~~
Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) December 26, 1934

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress June 16, 1933 encourage National Industrial Recovery, to approved ~~July 11, 1916 (39 Stat., 355)~~, entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~," as amended and supplemented, and to the Rules and Regulations of the Secretary foster fair competition, and to provide for construction of certain useful public works of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Rhea Creek Bridge, Wasco-Heppner Highway
2. Between ~~control points or official description~~: a point in SW. ¼ Sec. 34, T. 3 S., R. 24 E. and a point in SE. ¼ Sec. 34, T. 3 S., R 24 E and
3. Between intermediate control points if used: and

County of Morrow

4. Length in miles (gross) 0.2 (net) 0.2
5. Preliminary estimate of cost: Total, $15,000; section of road to be first improved, $15,000, of which $12,000 is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Current income sufficient to insure completion: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1933 (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State, from the following
(State or (and)county.)
sources: Current Income: Chapter 41, laws 1927: Chapter 248, laws 1930
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

As Chairman
(Title of officer.)

By

As Commissioner
(Title of officer.)

By

As Commissioner
(Title of officer.)

January 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Rhea Creek Section, Project No. NRS 246 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 246 (1935)

RHEA CREEK BRIDGE, SECTION OF THE NASCO-

HEPPNER HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 11, 1935

Bridge

500	cu. yds.	Excavation	$ 2.00	$ 1,000.00
40	cu. yds.	Excavation below plans	5.00	200.00
144	cu. yds.	Class "A" Concrete	22.00	3,168.00
82	cu. yds.	Class "D" Concrete	22.00	1,804.00
45,000	lbs.	Metal Reinforcement	0.055	2,475.00
224	lin. ft.	Concrete Handrail	5.00	1,120.00
All Required		Removal of Old Bridge and Maint. Traffic		500.00
		Sub-total		$ 10,267.00
		10% Engr. & Cont.		1,026.70
		Total		$ 11,293.70

Roadway Approaches

4,250	cu. yds.	Excavation, Single Classif.	0.50	$ 2,125.00
8,400	yd. sta.	Overhaul	0.02	168.00
300	yd. mi.	Truck Haul	0.20	60.00
36	lin. ft.	18" Asphalt Coated Corr. Iron Pipe	3.50	126.00
850	cu. yds.	Selected Roadbed Topping	0.60	510.00
		Sub-total		$ 2,989.00
		10% Engr. & Cont.		298.90
		Total		$ 3,287.90

Length of Bridge	0.020	mile
" " Roadway Approaches	0.168	"
Total Length	0.188	"
Cost per mile, Roadway	$ 19,570.83	

NRS Funds Requested:

Bridge- - - - - - - - - - - - - - - - - - - -	$ 11,293.70
Roadway Approaches- - - - - - - - - - - - - -	3,287.90
	$ 14,581.60

FORM S-M-1 14250 500 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

246

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON
October 1?, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Morrow County
Rhea Creek Bridge.

Attention Mr. H. C. Smith:

Dear Sir:

I am inclosing estimate of cost for the grading work in connection with the bridge be be constructed across Rhea Creek, on Wasco-Heppner Secondary No. 300. The estimated cost of the grading work is $5,582.00, which of course is much in excess of what was originally contemplated. This increased cost is due to the necessity of raising grade line five or six feet to get above high water marks as established by the Rhea Creek flood of the past summer.

As the length of the structure required will be approximately 1?6' it appears that the cost of the bridge will be approximately $10,000.00, and the two combined is almost double the amount tentatively allocated. Consequently there might be some doubt as to whether this improvement can be made this year. I am submitting the plans by express, and will outline briefly certain features which should be incorporated in the special provisions:

The east end of the bridge is at station 258+00, which station is about 500' east of Rhea Creek and 10 miles southwest of Heppner. The west end of the project, on the Condon-Heppner section, is at station 11+40. The west end of the project on the Heppner-Spray section is at station 16+50.

There is no clearing and grubbing in connection with the project, consequently any clearing and grubbing necessary shall be included in the grading prices.

Two-classification basis of classification shall be used.

C

H. B. GLAISYER, SECRETARY
E. B. ALDRICH, PENDLETON
CHAS. H. WASHBURNE, EUGENE
C. H. SCOTT, CHAIRMAN, PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

O

Rhea Creek Bridge-- 2--

IN REPLY PLEASE REFER TO FILE NO.

Culvert pipe shall be installed in accordance with standard specifications for culvert pipe.

Selected roadbed topping shall be secured from Rhea Creek adjacent to the bridge site and the bid price shall include the material in place, no haul price being allowed.

Very truly yours,

WCW: V

cc Mr. Baldock.

Incls.

Division Engineer.

FORM S-M-1 14280 500 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

946

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 12, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Morrow County
Rhea Creek Bridge.

Attention Mr. H. G. Smith:

Dear Sir:

In connection with the proposed Rhea Creek bridge project on the Wasco-Heppnery Secondary Highway No. 300, the following records are being submitted to you by express:

Profile tracing
Vicinity Map
100' scale map

Very truly yours,

W. C. Williams

WCW V

Division Engineer.

cc Mr. Baldock

CONTRACT #1701,

NRS 250-A Bridge over Columbia Slough 1935

1701

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

2100a

December 9, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon USPW Proj. No. NRS 250-A (1935), Vancouver Ave., Multnomah County, was made by a representative of this office on November 27, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

250-A

July 30, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sirt

Herewith are enclosed six copies of estimate as basis for modified agreement for the Union Avenue-Columbia Boulevard Section of Vancouver Avenue, Project No. NRS 250-A.

This estimate is based on the revised quantities referred to in our letter of April 14, 1936.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRS 250-A (1935)

UNION AVENUE-COLUMBIA BOULEVARD SECTION

OF VANCOUVER AVENUE IN MULTNOMAH COUNTY

(Estimate as basis for modified agreement. Based on new bid prices.)

Salem, Oregon, July 14, 1936

40' Roadway (Station 0+28 to 5+13.7)

50	cu. yds.	Trench Excavation	$0.75	$ 37.50
1,000	cu. yds.	Excavation, Single Classification	0.35	350.00
400	cu. yds.	Gravel Borrow	1.00	400.00
450	sq. yds.	Removal of Old Pavement	0.30	135.00
350	lin. ft.	Removal of Curbs	0.20	70.00
90	lin. ft.	8" Drain Pipe	0.50	45.00
2	only	Concrete Catch Inlets	15.00	30.00
200	lin. ft.	Cable Guard Fence	0.80	160.00
600	cu. yds.	Rock Subbase	1.00	600.00
200	cu. yds.	12" Rock in Base & Shoulders	1.52	304.00
50	cu. yds.	3/4" Screenings	1.75	87.50
15	cu. yds.	4" Rock in Footpaths	2.75	41.25
80	cu. yds.	Sand Cushion	1.20	96.00
30	cu. yds.	Filler	0.25	7.50
30	yd. mi.	Hauling Filler	0.25	7.50
2,300	sq. yds.	Portland Cement Concrete Pavement	1.72	3,956.00
300	lin. ft.	Expension Joints	0.12	36.00
1,200	lin. ft.	Contraction Joints	0.02	24.00
1,200	only	Dowels	0.15	180.00
6,000	lbs.	Tie Bars and Reinforcement	0.05	300.00
14	tons	Class "A" Asphaltic Concrete	5.50	77.00
230	sq. yds.	Surface Finish Coat	0.05	11.50
		Subtotal		$ 6,998.75
		10% Engr. & Cont.		655.87
		Total		$ 7,654.62
		Length	0.993 mile	
		Cost per mile	$7,707.74	

20' Roadway (Station 5+95.7 to 24+75.7)

3,700	cu. yds.	Excavation, Single Classification	$0.35	$ 1,195.00
100	cu. yds.	Gravel Borrow	1.00	100.00
1,600	lin. ft.	Cable Guard Fence	0.80	1,280.00
900	cu. yds.	Rock Subbase	1.00	900.00
200	cu. yds.	12" Rock in Base and Shoulders	1.52	304.00

70	cu. yds.	3/4" Screenings	$1.75	$ 122.50
25	cu. yds.	1" Rock in Footpaths	2.75	68.75
120	cu. yds.	Sand Cushion	1.20	144.00
50	cu. yds.	Filler	0.25	12.50
50	yd. mi.	Hauling Filler	0.25	12.50
3,700	sq. yds.	Portland Cement Concrete Pavement	1.72	6,364.00
400	lin.ft.	Expansion Joints	0.12	48.00
1,800	lin. ft.	Contraction Joints	0.02	36.00
1,800	only	Dowels	0.15	270.00
7,000	lbs.	Tie Bars and Reinforcement	0.05	350.00
			Subtotal	$11,167.25
			10% Engr. & Cont.	1,116.72
			Total	$12,283.97

Length 0.299 mile
Cost per mile $41,083.51

Columbia Slough Bridge

230	cu. yds.	Excavation	$9.00	$ 2,070.00
20	cu. yds.	Excavation Below Plans	9.00	180.00
2,600	lin. ft.	Foundation Piling	0.40	1,040.00
6,000	lin. ft.	Treated Piling	0.80	4,800.00
270	cu. yds.	Class "A" Concrete	19.00	5,130.00
460	cu. yds.	Class "D" Concrete	16.00	7,360.00
11,800	lbs.	Metal Reinforcement	0.045	530.00
152,000	lbs.	Structural Steel	0.05	7,600.00
125	M-FBM	Treated Lumber	90.00	11,250.00
764	lin. ft.	Composite Handrail	2.85	2,177.40
			Subtotal	$46,917.40
			10% Engr. & Cont.	4,691.74
			Total	$51,609.14

Length 0.071 mile

MAS Funds Requested:

40' Roadway - - - - - - - - - - - - - - - -	$ 7,684.62
20' Roadway - - - - - - - - - - - - - - - -	12,283.97
Columbia Slough Bridge - - - - - - - - -	51,609.14
	$71,547.73

Funds for Maintenance: Chap. 41, Laws 1937; Chap. 148, Laws 1941

(For portion within Portland City limits see agreement signed by City May 22, 1936, and by Highway Commission May 7, 1936)

250

SEPTEMBER
14th
1935

United States Fidelity & Guaranty Company,
G. B. Eakles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1701 for the construction of bridge over Columbia Slough near Portland, Vancouver Avenue Highway, in Multnomah County, has been completed by the contractors, Joplin and Eldon, and that final settlement will be made by the State to the said contractors for work done under the said contract, on or after September 24.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied. You are advised that the State assumes no responsibility for any such claims, should there be any.

This notification is being served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information, we wish to advise you that the total amount paid the above contractors in connection with this contract will be $47,155.60, including the final payment. Of this amount $217.53 was for force account work.

Yours very truly,

STATE HIGHWAY COMMISSION

By
Secretary

JM:D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

August 28, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Project No. NRS 250-A (1935), Vancouver Ave. Bridge over Columbia Slough, Multnomah Co., was made by a representative of this office on August 24, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. NRS 250 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

August 3, 1935

Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered [redacted] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hyp 26018

Form P. R. 2

State Oregon

U. S. Public Works Highway Project No. [illegible] 250 (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 383, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 27th day of December, 1934, a project statement, which was approved by the Secretary on the 9th day of January, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for [illegible] of said project which were recommended for approval by the United States District Engineer on the 10th day of January, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty one thousand, six hundred nine and 14/100

dollars ($ 51,609.14) as the share of the United States payable under said act on account of [illegible] of said project, which [illegible] of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Bridge over Columbia Slough

Between survey station 5+18.67 and survey station 8+05, all in the E 1/2 of Section 10, T 1 N, R 1 E, W.M.

, length 0.071 of a mile, in Multnomah County, being ~~Section~~ of Oregon U.S.Pub.Wks.Hwy. (1935) project No. HRS 250/, consisting of ~~miles of roadway and~~ 1 bridges, each of more than 20 feet clear span, 0.071 of a mile in length. known locally as the Vancouver Avenue Bridge over Columbia Slough, near the north city limits of Portland.

S—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ..... of said project shall not in any event exceed the sum of fifty one thousand, six hundred nine and 14/100 dollars ($51,609.14), certified to the Secretary of the Treasury as above mentioned, which .....

..... , the approved total estimated cost ..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer .....

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon .....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments for the erection of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds and probable amount annually available)

Maintenance of the project will be by the County of Multnomah, pursuant to agreement signed January 21, 1935 by County Commissioner of Multnomah County and January 31, 1935 by Oregon State Highway Commission.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of July, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E. B. Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By W. K. Bishop

Acting Chief, Bureau of Public Roads.

S—5513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Pub. Wks. Hwy. Project No. NRS 250 (1935) State of Oregon.

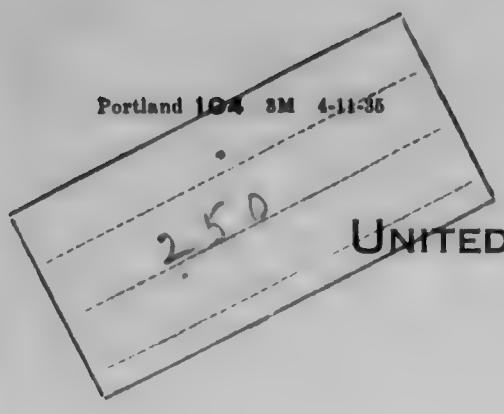
SECOND. That in accordance with said provisions I have approved the sum of $ 51,609.14 as the total estimated cost of said project, and the sum of $ 51,609.14 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the amount of Federal pro rata share of~~ is 100 per cent of said total estimated cost.

Done at the city of Washington, this 22d day of July one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By R. A. Allen
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4230



#1701
Multnomah Co.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
GAYLORD B. ECKLES, MANAGER
1112 BEDELL BUILDING
PORTLAND, OREGON

July 29th, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: #58236-12-388-35 - Joplin & Eldon

The above bond covers contract for bridge with composite pile trestle approaches over Columbia Slough on Vancouver Avenue outside of the north city limits of Portland, Multnomah County.

We attach hereto our form inquiry blank which we ask that you kindly complete and return to us at your early convenience in order that we may ascertain the present status of this contract.

Your early attention to this matter will be appreciated.

Yours very truly,

DW-

Manager.

Contract $44,687.59
Est. Quts - $41,168.78
Bal - $3,518.81

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

May 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of April 16 regarding the date of execution by the Highway Commission of the maintenance agreement for Oregon USPW project NRS 250-A (1935).

Will you please furnish us with this date as soon as possible so that we can forward the agreement estimate with our recommendation for approval.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon U. S. Public Works project NRS 250-A (1935), Vancouver Avenue bridge, for which the project agreement estimate was recently submitted.

We have not yet received copies of approval by the War Department required in our letter of January 16th.

The county resolution of January 21st, copies of which we received February 6th, refers only to encroachments on the right of way. If the project is not on the State Secondary System, we should be furnished copies of a resolution guaranteeing maintenance.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

March 9, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Columbia Slough Bridge, Project No. NRS 250 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by W. C. Crowe/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 250 (1935)

COLUMBIA SLOUGH BRIDGE ON

VANCOUVER AVENUE IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 8, 1935

230	cu. yds.	Excavation	$ 9.00	$ 2,070.00
20	cu. yds.	Excavation below Plans	9.00	180.00
2,600	lin. ft.	Foundation Piling	0.40	1,040.00
6,000	lin. ft.	Treated Piling	0.80	4,800.00
270	cu. yds.	Class "A" Concrete	19.00	5,130.00
460	cu. yds.	Class "D" Concrete	16.00	7,360.00
11,800	lbs.	Metal Reinforcement	0.045	5,310.00
152,000	lbs.	Structural Steel	0.05	7,600.00
125	M-FBM	Treated Lumber	90.00	11,250.00
764	lin. ft.	Composite Handrail	2.85	2,177.40
		Sub-total		$ 46,917.40
		10% Engr. & Cont.		4,691.74
		Total		$ 51,609.14

Length 0.071 mile

NRS Funds Requested- $ 51,609.14

Funds for Maint: See County Resolution of Jan. 21, 1935

250

March 2, 1935

Joplin & Eldon, Contractors
P. O. Box 5686
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1701 awarded to you on February 28, 1935, for the construction of a bridge over Columbia Slough near Portland on the Vancouver Avenue in Multnomah County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

February 1, 1935

Mr. Oscar Cutler
O F F I C E

25°

Dear Sir:

I am returning to you herewith three copies each of the following agreements covering the matter of maintenance of several municipal federal aid projects:

1. Agreement with the City of Hillsboro covering improvement of Tualatin Valley Highway between Range Street and 5th. Street.

2. Agreement with the City of Forest Grove for the improvement of Tualatin Valley Highway between 2nd Street and 7th Street.

3. Agreement with the City of Pendleton for the improvement of the Old Oregon Trail from the Eastern Oregon State Hospital to Court Street.

4. Agreement with Multnomah County for the construction of a bridge over Columbia Slough on north Vancouver Avenue Extension.

These agreements have all been signed by the State Highway Commission and are handed to you for further disposal. I have retained the original of each pending the writing of the minutes and will hand them to you as soon as I have no further use for them.

Very truly yours,

MMC:OC
encls.

ecretary.

Mr. C. Cutler for Mr. Gillis
filed 1932

250

February 1, 1935

Jopdin & Eldon
P. O. Box 5606
Kenton Station
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 31 for the construction of a bridge over Columbia Slough on Vancouver Avenue outside the north city limits of Portland, and has awarded to you the contract for such work at your bid price of $46,917.40.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

[redacted]

cc Bridge Dept.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRS 250 (1935), bridge over Columbia Slough on Vancouver Avenue, to Joplin & Eldon, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 22, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JAN 24 1935

Dear Sir:

The Acting Chief of Bureau on January 9, 1935, approved the project statement for Oregon U. S. Public Works Highway Project No. NRS 250 (1935), involving the construction of a bridge, 0.1 of a mile in length, across the Columbia Slough on Vancouver Avenue near the north city limits of Portland.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

December 31, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Columbia Slough Bridge, Vancouver Avenue, to which has been assigned No. NRS 250 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. [redacted] (1933)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
[redacted]
Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) December 27, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved June 16, 1933 encourage National Industrial Recovery, to ~~July 11, 1916 (39 Stats., 355)~~, entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ foster fair competition, and to provide for construction of certain useful public works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Columbia Slough Bridge, Vancouver Avenue
Located near the north city limits of Portland in the SE¼ of Section 10,
2. ~~Between control points of official description:~~ and T. 1 N., R. 1 E.

3. Between intermediate control points if used: and

County of Multnomah

4. Length in miles (gross) 0.1 (net) 0.1

5. Preliminary estimate of cost: Total, $ 73,000; section of road to be first improved, $ 73,000, of which $ 73,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.)
Current income sufficient to insure completion: Chapter 173, laws 1917; Chapter 31, laws 1920; Chapter 248, laws 1930. (Source; refer to statute.)
(*b*) County
(Amount.) (Source; refer to statute.)

8—5072

PROJECT L...
STATE ... O...

7. Funds for maintenance to be provided by State, from the following
(State or (and)county.)
sources: Current Income. Chapter 41, Laws 1927. Chapter 216, Laws 1931.
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By
As Chairman
(Title of officer.)

By
As Commissioner
(Title of officer.)

By
As Commissioner
(Title of officer.)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 16, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon U.S.Public Works project NRS 250 (1935), Vancouver Avenue Bridge over Columbia Slough, have today been recommended for approval, subject to the condition that we be furnished with copies of approval by the War Department as to location and plans. This is your authority for advertising.

We have not been advised as to whether this project is on the State secondary system. If it is not, maintenance will presumably be by the County. If such is the case, the customary copies of county maintenance resolution should be furnished.

The estimate dated January 11 contains a typographical error in that it shows 11,800 pounds of metal reinforcement instead of 118,000 pounds.

Very truly yours,

W. H. LYNCH
District Engineer

January 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Vancouver Slough Bridge, Project No. NRS 250 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 250 (1935)

COLUMBIA SLOUGH BRIDGE ON VANCOUVER AVENUE IN MULTNOMAH COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 11, 1935

230	cu. yds.	Excavation	$ 10.00	$ 2,300.00
20	cu. yds.	Excavation below plans	15.00	300.00
2,600	lin. ft.	Foundation Piling	0.40	1,040.00
6,000	lin. ft.	Treated Piling	0.80	4,800.00
270	cu. yds.	Class "A" Concrete	18.00	4,860.00
460	cu. yds.	Class "D" Concrete	20.00	9,200.00
11,800	lbs.	Metal Reinforcement	0.05	5,900.00
152,000	lbs.	Structural Steel	0.055	8,360.00
125	M-FBM	Treated Lumber	80.00	10,000.00
764	lin. ft.	Composite Handrail	3.50	2,674.00
		Sub-total		$ 49,434.00
		10% Engr. & Cont.		4,943.40
		Total		$ 54,377.40

Length 0.071 mile

NRS Funds Requested- $ 54,377.40

CONTRACT# 1702,

27-1201 Grand Ronde-Sheridan, Rock Production 1975

1702

Adams Brands Contractors Bonds

#1702

2787

June 3, 1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1702 for the construction of the Grand Ronde-Sheridan Section of the Salmon River and McMinnville-Tillamook Highways in Polk and Yamhill Counties has been completed by the contractors, E. H. Itschner and E. L. Rigdon, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 15th, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contracyors in connection with this contract will be $11,456.61 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 988—5M—6-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 11, 1935

Section Grand Ronde - Sheridan

Highway Salmon R. and McMin. Tillamook

Contractor Itschner and Rigdon

Date of contract Jan. 31, 1935

Date work started March 9, 1935

Amount of contract . . . . . $ 10,532.50

Estimated cost of completed project, exclusive of engineering . . . . . $ 11,422.53

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 325, 3.1 %

Kind of work Furnish crushed rock

Section prefix 27 DM

Contract number 1702

Date of completion May 31, 1935

Revised date of completion May 8, 1935

Per cent of time elapsed 83 %

Date project was completed May 8, 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party completed final estimate and it was submitted May 10.
Contractor finished Tuesday night and is off the job.

Signed W. A. Stewart

Address Dallas phone 1273

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			5500		
Estimated quantities moved or placed to date			5695		
Average daily quantities			57		
Average daily quantities necessary to complete project on time					
Number shifts per day			2		
Hours per shift			6		
Average force on project for week			3		

Percentages of men employed on contract to be secured from:

Polk County, 60 %; Yamhill County, 40 %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM						
	Polk COUNTY	Yamhill COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	2	1					
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants ....., Compressors ....., Bull Dozers ....., Sheet-foot rollers ..... Light Trucks 4 .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair	12	Holiday
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

27 DN

February 21, 1935

E. H. Itschner & E. L. Rigdon
Barlow, Oregon

Gentlemen:

We are sending to you today, by express, one fully executed copy of each of the following contracts which were awarded by the State Highway Commission to you on January 31, 1935 and February 9, 1935:

Contract No. 1702 - Furnishing crushed rock in stockpiles on the Grand Ronde Sheridan Section of the Salmon River & McMinnville-Tillamook Highways in Polk & Yamhill Counties;

Contract No. 1708 - Grading, Surfacing and bituminous macadam construction on the State Hospital-Ash Street Unit of the Pendleton Section of the Old Oregon Trail in Umatilla County.

These copies are being sent to Canby and will be held there until you call for same.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MC

Secretary

County File
27 DN

February 8, 1935

Ittchner & Rigdon
Barlow, Oregon

Gentlemen:

For use in connection with the Grand Ronde-Sheridan Rock Production Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Court House, Dallas, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. L. Chandler
Mr. W. H. Stewart

27 DN

February 1, 1935

Itschner & Higdon
Barlow
Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 31 for the Grand Ronde-Sheridan Rock Production Project on the Salmon River and McMinnville-Tillamook Highways in Polk and Yamhill Counties, and has awarded to you the contract for such work at your bid price of $10,532.50.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Probert

FORM 2-B-1 17178 500 10-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLASSYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

October 30, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. G. Smith,
Construction Engineer,
O f f i c e.

Dear Sir:

I would like to recommend that a project be put on at a very early date for 6,000 cubic yards of maintenance material to be divided into three stock piles--Grand Ronde, 3,000 cubic yards; Willamina, 1,500 cubic yards; and Sheridan, 1,500 cubic yards. The cost will be approximately $15,000.00.

It is quite probable that railway shipment from Independence, Salem or Portland would be cheaper than a local set-up. It is necessary that we secure some gravel at Grand Ronde in the very near future, as there is no material in stock piles at this time for winter maintenance purposes.

Yours very truly,

[illegible]
Division Engineer.

WEC:AA
cc J. H. Bishop

November 5, 1934

Mr. H. G. Smith

O f f i c e

Dear Sir:

The Commission at its last meeting held on November 1 authorized the calling for bids for furnishing 6,000 cu. yds. of maintenance materials at an estimated total cost of $15,000, said materials to be furnished at the following points:

5,000 cu. yds. at Grand Ronde

15,000 cu. yds. at Willamina

15,000 cu. yds. at Sheridan

This letter is your authority to include this project in the next leeting, if possible.

Very truly yours,

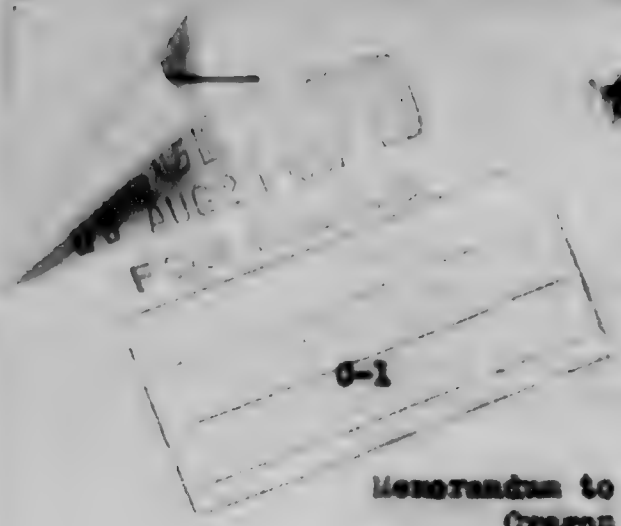
STATE HIGHWAY ENGINEER
Secretary

HBG:AJ

cc Chandler

CONTRACT #1703,
1704,

NRM 5 Elgin Sec., Bridge over Grande 1935
Ronde River, Grad. & Surfacing
1703
1704



G-1

June 23, 1937

Memorandum to accompany final voucher in triplicate on Oregon Public Works Project No. NRM-5-1935, covering the period September 11, 1935 to October 19, 1935, submitted in the amount of $2,362.88. The voucher has been reduced $14.67.

The voucher as submitted claims payment in the amount of $2,362.88, whereas only $2,348.21 may be allowed. Necessary corrections have been made and the voucher is being passed for payment in the amount of $2,348.21.

Division of Control

By_____
Chief Accountant

ITEMS ELIMINATED

Vouchers Nos. 4223 and 4236 cover salaries of Earl Miller, laborer, and Garth Cress, pilot car operator, in the amount of $6.58, of which 14 percent or 92¢ was charged to the project through error as these salaries represent labor by maintenance crews which is not reimbursable from Federal funds.	Deduction	$0.92
Vouchers Nos. TV1651, TV1745 and TV1776 cover the expense of gasoline, grease and oil in the amount of $24.62, for operation of car by M. W. Moore during the period August 1, 1935 to October 19, 1935. As the salary of M. W. Moore, Bridge Inspector was charged against the contractor as a penalty for overrunning the time limit, the cost of auto operation during this period is not considered eligible for Federal participation. The proportion of this expense applicable to this project is 67.4 percent of $24.62.		16.59
In the amount claimed for Engineering Supplies and Equipment for the bridge, $1.78, there is a charge of 10 percent which represents Store Expense which is not eligible for Federal participation.		0.16
	Total	$17.67
The amount claimed for engineering for the West Portion of the Elgin bridge, $754.54, was in error. The correct amount for engineering expenses was $757.54, and the difference of $3.00 has been credited against the above deductions reducing the amount to $14.67, which is being deducted from the amount claimed.	Cr.	3.00
	Total deduction	$14.67

COPY -- For Mr. R. [illegible] Baldook

C-1

May 8, 1937

Memorandum to accompany final voucher in triplicate on Oregon Public Works Project No. NRH 5-1935, covering the period September 11, 1935 to October 19, 1935, submitted in the amount of $2,765.71. The voucher has been reduced $12.11.

The voucher as submitted claims payment in the amount of $2,765.71, whereas only $2,753.60 may be allowed. Necessary corrections have been made and the voucher is being passed for payment in the amount of $2,753.60.

Division of Control

By_____
Chief Accountant

ITEMS ELIMINATED

Engineering - Auto Operation and Up Keep - Bridges
Vouchers Nos. TV1651, TV1745, and TV1776 cover the expense of gasoline, grease and oil in the amount of $24.62, for operation of car by N. W. Moore during the period August 1, 1935 to October 19, 1935. As the salary of N. W. Moore, Bridge Inspector, was charged against the contractor as a penalty for overrunning the time limit, the cost of auto operation during this period is not considered eligible for Federal participation. The proportion of this expense applicable to the project, is 32.6 of $24.62 $8.03

The amount claimed for Engineering Supplies and Equipment for the bridge, 86¢, there is a charge of 10 percent for Store Expense, for which payment has been disallowed, as this claim ~~xx~~ is ineligible for Federal participation 0.08

In the amount claimed for labor under contingencies for the bridge, $270.27, (Work Order No. 1), there has been included an overpayment for eight hours at 50¢ per hour made to Tom Raghan, laborer, which is being eliminated 4.00

Total Deduction $12.11

5

June 25, 1936

R. F. Nichol
P. O. Box 67
Vale, Oregon

Dear Sir:

We find, upon investigation, that you have not yet been notified on the action taken by the State Highway Commission on your request of November 5, 1935 for an extension of time in which to complete your contract for the construction of a bridge over the Grande Ronde River on the Wallowa Lake Highway, in Wallowa County. There follows an excerpt from the minutes of the State Highway Commission meeting held on November 30, 1935 covering this matter:

"R. F. Nichol, contract No. 1704, construction of a bridge over the Grande Ronde River on the Wallowa Lake Highway, in Wallowa County, requested an additional extension of time of 19 days, from September 30 to October 19, 1935, in which to complete this job. The Engineer advised that the date specified in the contract for the completion of this bridge was July 31, but it was extended by the Commission on September 6, 1935, for 60 days, with instructions to charge this contractor for extra engineering expense incurred by the state after July 31. The bridge was opened to traffic on October 5, he added, but a couple of weeks extra time was required for the contractor to put on the finishing touches and to clean up the site. He recommended that the extension be granted and that the contractor be penalized the amount of the extra engineering costs that have been incurred since July 31. Mr. Tom Davis, Highway Engineer, Bureau of Public Roads, who was present, concurred in the Engineer's recommendation. The Commission also approved the recommendation by unanimous vote, subject to the condition that the Bureau of Public Roads will confirm its concurrence in writing. (Bureau of Public Roads written approval was received on December 5.)"

This information is given you simply to complete your records and files on this subject.

Very truly yours,

Secretary

DP

5

June 24, 1936

R. F. Nichol
P. O. Box 67
Vale, Oregon

Dear Sir:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of July 20, 1935 for an extension of time in which to complete your contract for the construction of a bridge over the Grande Ronde River on the Wallowa Lake Highway near Elgin, Union County. There follows an excerpt from the minutes of the State Highway Commission meeting held on September 5, 1935 on this matter:

"R. F. Nichol - Contract No. 1704 - construction of a bridge over the Grande Ronde River on the Wallowa Lake Highway near Elgin, Union County - requested an extension of time of 60 days, from July 31 to September 30, 1935, in which to complete this project, and gave the following reasons for his delay in completing the project within the specified time limit: difficult excavation, unsatisfactory labor, high water, and additional work in connection with the foundations. The Engineer advised that there is some justification in Mr. Nichol's request but not enough to relieve him entirely of all penalty. He recommended that the extension requested by Mr. Nichol be granted and that he be relieved from payment of the per diem penalty, but that he be charged for all extra engineering expense incurred subsequent to July 31, the specified date for completion of the project. The Commission approved the Engineer's recommendation unanimously."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

#5

#1704

March 12, 1936.

United Pacific Casualty Insurance Company
F. J. Thorn, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1704 for the construction of the Bridge over Grande Ronde River near Elgin on the Wallowa Lake Highway in Union County, has been completed by the contractor, R. F. Nichol, and that final settlement will be made by the State with said contractor for work done under this contract, on or after March 21, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $20,984.92, including the final payment. Of this amount $367.92 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#5

#1703

January 3, 1936

Mr. H. G. Smith
Construction Engineer
O F F I C E

Dear Sir:

The State Highway Commission had under consideration at its last meeting a request from contractor George F. Price for an extension of time in which to complete his contract for the construction of the Elgin Section of the Wallowa Lake Highway in Union County, State Highway Contract No. 1703.

The Commission approved this request subject to further approval by the Bureau of Public Roads. Therefore, will you please secure such approval and advise me so that I can make a correct minute entry?

Yours very truly,

HBG:MC

Secretary

COMMISSIONERS
HENRY P. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 8th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Sec.
State Highway Commission
O f f i c e

Dear Sir:

In regard to the extension of time requested by George F. Price, in which to complete his contract on the Elgin Section of the Wallowa Lake Highway, I beg to advise that Mr. Davis, Highway Engineer of the Bureau of Public Roads, advised that he would recommend the extension of time.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By H. G. Smith

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

Copy For Mr.
From H.G. Hadfield
Claims Adjuster

H. B. Glalsyer, Secretary
Oregon State Highway Dept.
Salem, Oregon

Portland, Oregon
December 24, 1935

DEC 27 1935

Mr. John Sprecher
Route 3
Sherwood, Oregon

Dear Sir:- Re:- Injury of July 15, 1935

We have heard nothing from you since our letter of November 4th regarding the estimate of repairs to the damage claimed by you as result of blasting, against the Harold Blake Company, except a letter from the State Highway Dept. This seems a rather round about way in which to make a demand, and if we are to get this matter closed, we would suggest you follow our former instructions, as this is the only way we can determine the actual damage.

If we fail to hear from you by January 15th, it will be necessary that we close our files, declining further action.

Very truly yours,

Harry G. Hadfield
CLAIMS ADJUSTER

HGH:pw

#5

Sherwood are Dec 16th 1935 #1704

Fore your State highway commission

Dear Sire

I Received your Letter Stating that Mr Hadfield advised me to get a carpenter to Estimate the cost of Repairing the damages wich was don to my property by Blasting Operation on the new high I dont Know anything about that but I m Sadisfeid if he put My garden and other property in the same shape as before and pay me a few Daller for trouble but he has to put My wifes healht in the same shape too as he for he got Scared to dead when a Rock droped true the Chidthen Roof and if Not over it get

Yours very truly
John Sprecher
R3 Sherwood oregon

#1703.

#5

December 14, 1935.

United States Fidelity & Guaranty Co.
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1703, for the construction of the Elgin Section of the Wallowa Lake Highway in Union County has been completed by the contractor, Geo. F. Price, P. O. Box 58, Dayton, Washington, and that final settlement will be made by the State with said contractor for work done under this contract, on or after December 24, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractor in connection with this contract will be $6,134.74, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-A-1 SM 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

#5

December 2nd, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. L. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Attention: Mr. Davis

Dear Sirs

Will you kindly concur on extension of time to George F. Price, contractor on the Elgin Section of the Wallowa Lake Highway, Union County, contract 1705. This extension should be run until October 20th, 1935. Mr. Price's contract required back fill of bridge, and this of course could not be completed until the bridge was finished. Otherwise, Mr. Price would have been finished within his time.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith
Construction Engineer

HGS:AP

cc to: R. H. Baldock

NOTED

#1704

December 2, 1935

Mr. W. H. Lynch, District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Attention: Mr. Thos. Davis

Dear Sir:

I am handing you herewith two letters signed by G. S. Paxson, Acting Bridge Engineer, in regard to time extensions requested by contractor R. F. Nichol in connection with his contract for the construction of a bridge over the Grande Ronde River in Union County, and Tom Lillebo in connection with his contract for the construction of the Applegate River and Gray's Creek Bridges in Josephine County.

These extensions of time were before the Highway Commission at its meeting held last week, on November 30, after you left the meeting. Mr. Paxson said that you approved granting these extensions without penalty in view of the circumstances set out in the enclosed letters.

The Commission also approved the extensions without penalty, subject to the condition that your approval is verified by letter. We are holding up final payment to these contractors pending receipt of such letter from you. Will you kindly drop me a line in regard thereto at your convenience.

Yours very truly,

Secretary

HBG:D
Encl 2

FORM S-E-1 25152 1500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

November 29, 1935.

Bureau of Public Roads
Box 3900
Portland, Oregon.

Gentlemen:

NRM A E-8 (1936)

We have before us an application for an extension of time on contract 1604, R.F.Nichol, contractor, the same being the contract for the construction of a bridge over the Grande Ronde River at Elgin in Union County on the LaGrande-Wallowa Lake Highway.

The original completion date for this structure was July 31, 1935. An extension was previously granted, extending the time to September 30, 1935. Under this extension, all engineering costs subsequent to July 31, were assessed against the contractor.

Mr. Nichol now requests a further extension to and including October 19, 1935.

This structure was open to traffic on October 5. The date between October 5 and October 19, was occupied in the final cleaning up of the site, and in a small amount of miscellaneous finishing which we requested the contractor to do after an inspection made on October fifth.

The contractor maintained the detour in an acceptable condition during the period from September 30, to October 5, and no serious inconvenience was occasioned to travel due to this further delay.

We are recommending that the additional extension be granted subject to the assessing of any engineering charges during the extension to the contractor.

E B FRENCH
HENRY E. CRABB
COMMISSIONER

Bureau of Public Roads, #2
November 29, 1935

NRM & M-5 (1935)

The contract covering this work calls for liquidated damages in the amount of $50.00 per day for each calendar day after completion date. The contractor encountered considerable difficulty in his foundation work due partially to the nature of the work and partially to inexperience in this type of work. Except on the portion of the structure below water line, he, however, made fair progress.

We are recommending that the extension be granted without the assessment of the penalty for liquidated damages.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

FORM S-E-1 25152 1500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOUVELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

November 28, 1935.

Bureau of Public Roads
Box 3900
Portland, Oregon.

NKPEL
Supv. Highway Engineer

Gentlemen:

ERR & B-5 (1936)

We have before us an application for an extension of time on contract 1604, R.F.Michel, contractor, the same being the contract for the construction of a bridge over the Grande Ronde River at Elgin in Union County on the LaGrande-Wallowa Lake Highway.

The original completion date for this structure was July 31, 1935. An extension was previously granted, extending the time to September 30, 1935. Under this extension, all engineering costs subsequent to July 31, were assessed against the contractor.

Mr. Michel now requests a further extension to and including October 19, 1935.

This structure was open to traffic on October 5. The date between October 5 and October 19, was occupied in the final cleaning up of the site, and in a small amount of miscellaneous finishing which we requested the contractor to do after an inspection made on October fifth.

The contractor maintained the detour in an acceptable condition during the period from September 30, to October 5, and no serious inconvenience was occasioned to travel due to this further delay.

We are recommending that the additional extension be granted subject to the assessing of any engineering charges during the extension to the contractor.

Bureau of Public Roads, #8
November 29, 1935

NRM & H-8 (1935)

The contract covering this work calls for liquidated damages in the amount of $50.00 per day for each calendar day after completion date. The contractor encountered considerable difficulty in his foundation work due partially to the nature of the work and partially to inexperience in this type of work. Except on the portion of the structure below water line, he, however, made fair progress.

We are recommending that the extension be granted without the assessment of the penalty for liquidated damages.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

#1704

UNITED PACIFIC CASUALTY INSURANCE COMPANY

EXCHANGE BUILDING — PHONE ELLIOTT 6080
Seattle, Washington

THOMAS G. HAMMOND
VICE-PRESIDENT

November 9, 1935

State Highway Commission,
Salem, Oregon

Re: Bond No. 13844
R. F. Nichol
to State of Oregon
Contract No. 1704
Construction of a 215 foot concrete bridge over Grande Ronde River, Union County, Oregon
Bridge No. 1996

Gentlemen:

With reference to the above captioned bond guaranteeing contract for construction of a 215 foot concrete bridge over Grande Ronde River at El in in Union Count , Oregon, bein Bridge No. 1996, Contract No. 1704; we enclose, here ith, letter dated November 5th, 1935, addressed to your commission signed by R. F. Nichol, the contractor, in which he desires a further extension of time to October 19th, 1936.

You will please find at the bottom of Mr. Nichol's letter our consent as surety to this request for extension to the date mentioned.

We are enclosing, herewith, a states report blank which we will ask you to kindly complete and return to us, in order that we may bring our files up to date on this contract.

Thanking you very kindly for your cooperation, we are

Very truly yours,

Thomas G. Hammond, Vice President

TGH:S

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

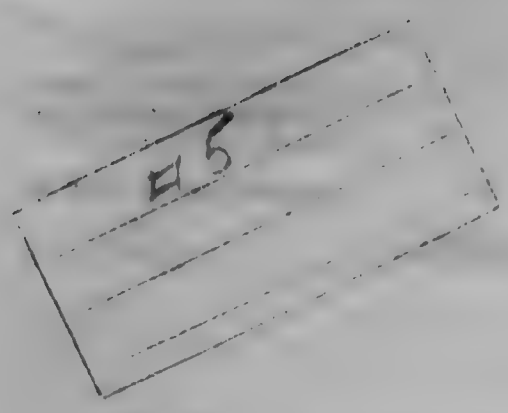
Dear Sir:

Final inspection of Ore. USPW Proj. NRH & NRM 5 (1935), Elgin Bridge Sec., Wallowa Lake Hwy., Union County, _____, was made by a representative of this office on October 29, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer



#1703

November 6, 1935.

United States Fidelity & Guaranty Company
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Geo. F. Price, on Contract No. 1703, for the construction of the Elgin Section of the Wallowa Lake Highway, in Union County.

This payment will be made on or after November 16, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-M-1 25000 500 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 31, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

All work on the Elgin Grading, Surfacing project, contract No. 1705, was satisfactorily completed by George F. Price Company on October 17, 1935.

Total cost of the work, including engineering, was $6805.81 compared to the project authorization of $6877.70.

Although the total cost of the work was almost identical with the preliminary estimate, some quantities showed a variance of more than 10%. The reason for variance of more than 10% is explained as follows for all items showing such variance:

Trench excavation shows an overrun of approximately 24 cubic yards. The greater portion of this overrun was caused by necessity of excavating a drain ditch leading away from the drain tile, which it was found necessary to install after the contract had been awarded.

Truck haul overran approximately 22% due to slight changes in distribution of excavation materials.

Rounding of cutbanks overran 150 lineal feet due to the fact that all cutbanks were rounded, whereas preliminary estimate called for rounding of cutbanks over 3 feet in height only.

There was an underrun of footpath surfacing material due to over estimation of quantities in the preliminary estimate.

There was an underrun of salvaged surfacing materials as it was impossible to secure as large an amount of suitable mater-

FORM S-M-1 53306

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 31, 1935

IN REPLY PLEASE REFER TO FILE NO.

Subject: Elgin Grading, Surfacing Project
Completion of contract.

ials as specified in the preliminary estimate.

There was considerable underrun in sprinkling, due to the fact that gravel topping as placed on the road came from wet excavation and required no sprinkling. The only sprinkling required was in compacting the salvaged surface materials.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R.H. Baldock

October 29, 1935

Mr. E. B. Aldrich,
State Highway Commissioner
Pendleton, Oregon

Dear Mr. Aldrich:

I have your letter of October 23 inquiring as to how long it takes contractors to secure their money from the State Highway Department and particularly referring to the A. G. Plant contract for the construction of the Sucker Creek Bridge in Malheur County and the R. F. Nichol contract for the construction of the bridge over the Grand Ronde River at Elgin.

The statement by contractors to the effect that they do not get their money from the State Highway Department "for three or four months" is absolutely unfounded. Contractors are paid monthly for the work accomplished during the preceding month as disclosed on the estimates submitted by the Resident Engineer on the estimate date. In some parts of the state the estimate date is the 10th of each month and in other parts of the state it is the 15th of the month. The reason for this is to eliminate the rush of checking the estimates in this office which would result if they were all submitted on the same day. This not only spreads out the work in our office but it also has a tendency to expedite payment to the contractor.

I have had the auditor check over the payments in connection with the Nichol and Plant contracts to ascertain whether or not any undue delay has been experienced and I find that all of the estimates have been paid in the regular manner without unnecessary delay. The record of payment in connection with these two jobs is as follows:

R. F. Nichol, Contract No. 1704 - Bridge over Grand Ronde River.
Contract executed January 31, 1935; to be completed July 31, 1935-
Work commenced by contractor on February 28, 1935; not yet completed.

Estimate No.	Work completed to	Estimate received by Auditor	Estimate Voucher to Contractor	Voucher Numbered	Warrant mailed to Contractor
1	4-10	4-10	4-13	4-23	5- 8
2	5-10	5-15	5-18	6- 4	6-11
3	6-10	6-12	6-15	6-28	7-10
4	7-10	7-13	7-18	7-25	7-31
5	8-10	8-13	8-21	9- 3	9-10
6	9-10	9-12	9-19	9-28	10- 9

Mr. E. B. Aldrich 10/29/35

A. G. Plant, Contract No. 1730 - Spans in Malheur County
Contract executed March 28, 1935; to be completed August 15, 1935-
Work commenced by contractor on April 18, 1935; completed Sept. 10, 1935.

Estimate No.	Work completed to	Estimate received by Auditor	Estimate Voucher to Contractor	Voucher Numbered	Warrant mailed to Contractor
1	6-10	6-19	6-24	7- 2	7-10
2	7-10	7-13	7-18	7-23	7-31
3	8-10	8-13	8-21	8-26	9- 9
4-Final	9-10	10-17	10-21	10-24	

You will note that the longest delay was experienced in connection with final payment to A. G. Plant, in which case the auditor did not receive the estimate from the Bridge Department for five weeks after the project was completed. This was occasioned by the fact that it was a final estimate and necessitated final calculations of quantities by the field engineer and a detailed check of the quantities in this office. These computations and checks are very carefully made and take considerably more time than the regular monthly estimates because we want to make sure that no errors creep in which result in either an overpayment or an underpayment to the contractor. It is very seldom that we are able to make final payment to a contractor in less than five or six weeks from the date the job is completed.

The routine in the payment of monthly estimates is as follows:

The Resident Engineer prepares an estimate each month on the estimate date based on the work accomplished by the contractor during the preceding month. He then submits this estimate to the Salem office where it is immediately checked and turned over to the auditor. This usually takes four or five days. The auditor then prepares an estimate voucher which he mails to the contractor for acceptance. This procedure takes about three days. We have no control over the contractors actions; hence, sometimes there is considerable dela, in the return of the voucher by the contractor. Some of them sign the voucher immediately and return it in the next mail while others retain a voucher for a number of days. Immediately upon the return of the voucher from the contractor it is numbered and presented to Mr. Baldock for approval and then to the Commission for signing. Due to the fact that the Commission meets only about every two weeks there is some delay, of course, in securing the signatures of the members of the Commission and we try to overcome this as much as possible by sending the vouchers to the individual members. It usually takes at least a week to get them fully executed unless we are able to secure the signatures of the Commissioners at one of the meetings.

Regarding the Nichol and Plant payments, I would say that they have been paid in the regular manner without any unnecessary delay whatsoever and Mr. Nichol and Mr. Plant have no serious cause to complain. I do not know of any way that we could expedite payments more than we do now.

Mr. E. B. Aldrich 10/29/35

There are certain statutes which must be complied with in making the payments and, of course, we must exercise due diligence in preparing the estimates to insure against overpayments. Unfortunately the Highway Commission does not have a free hand in making payments to contractors as does the Bureau of Public Roads so it is necessary for contractors to wait for their warrants until the statutory requirements have been satisfied.

Your understanding about the federal money is correct. All payments to contractors are effected with state funds and we later secure the federal money reimbursing us for funds advanced. Therefore, no blame should be placed on the Federal Government for any delay that might be caused.

I trust that the above explanation is satisfactory. If any question arises in your mind I will be glad to explain further if you will write me.

Very truly yours,

HBG:MC Secretary

#1704

October 26, 1935

Mr. H. B. Glaisyer

O f f i c e

Dear Sir:

Contract No. 1704 with R. F. Nichol for construction of the Grande Ronde River bridge at Elgin No. 1996 in Union County was completed October 19, 1935.

Acceptance of this contract by the Commission and permission to pay the final estimate is hereby requested.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By

W. A. Reeves
Office Engineer

dd dk

APPROVED BY HIGHWAY COMMISSION
DATE December 28, 1935
Secretary

#1703

#5

October 26, 1935.

Mr. W. C. Williams
Division Engineer
La Grand, Oregon

Dear Sir:

According to our records, the time limit on the George F. Price contract No. 1703, Elgin Section, expired on August 15, and as the contract was not completed until October 17, it will be necessary that the time limit be extended.

Will you please take the matter up with Mr. Price and forward us your recommendation.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM B-A-1 32668 4M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 24, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

As you requested, I have checked up on the payment record in connection with contracts #1704 and #1730, with the result listed below:

R. F. Nichol Contract #1704 Bridge over Grande Ronde R.
Contract executed January 31, 1935; to be completed July 31, 1935.
work commenced by contractor on February 28 1935 — work not completed.

Est. No.	Work done to	Rec'd.	To Cont.	Numbered	Warrant
1	4-10	4-10	4-13	4-23	5-8
2	5-10	5-15	5-18	6-4	6-11
3	6-10	6-12	6-15	6-28	7-10
4	7-10	7-13	7-18	7-25	7-31
5	8-10	8-13	8-21	9-3	9-10
6	9-10	9-12	9-19	9-28	10-9

A. G. Plant Contract #1730 Spans in Malheur County
Contract executed March 28, 1935; to be completed August 15, 1935.
Work commenced by contractor on April 18, 1935 and completed on September 10, 1935.

Est. No.	Work done to	Rec'd.	To Cont.	Numbered	Warrant
1	6-10	6-19	6-24	7-2	7-10
2	7-10	7-13	7-18	7-23	7-31
3	8-10	8-12	8-21	8-26	9-9
4 Final	9-10	10-17	10-21	10-24	

As you will note, the final estimate on Mr. Plant's contract was delayed over a month for some reason, but the other payments on both contracts appear to have gone through without any particular departure from the normal time taken for payment on our contracts, excepting for a month or so this summer when our force was very heavily engaged in working on the adjustment checks. Estimates reaching this office very rarely take over two to four days for vouchering, with an additional day or two for the office engineer's approval. Any additional loss of time would, of course, be traceable to delay in the estimate reaching this office from the field or to unfortunate conditions in securing

the commission's approval and passage through the Secretary of State's office, but I would say from our record that in no case, excepting very rare occasions, would there be a lapse of over twenty to twenty-five days between the closing of the estimate in the field and the final issuance of the warrant through the Secretary of State's office, the intervening time allowing for the office engineer's check, our vouchering, the office engineer's check of the voucher, the securing of the contractor's signature, the approval of the highway engineer and the commission, the final audit by the Secretary of State's office and the mailing of the warrant through this department.

Yours respectfully,

Carl F. Smith

Auditor.

CFS:IS

FORM S-H-1 300 4-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. B. ALDRICH, COMMISSIONER
PENDLETON, OREGON

#5

October 23, 1935

Mr. H. B. Glaisyer
Secretary State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

One of our material men was in talking to me yesterday and mentioned that some of our contractors delay making material payments saying that they do not get their money from us "for three or four months," the blame being placed on slowness in getting our federal money. I told my visitor that I questioned if our contractors had to wait any such length of time for their money as it was my understanding that we pay them with our own funds and then later on are given the federal funds. One of the contractors he referred to was A. G. Plant, who had the Sucker Creek bridge contract in Jordan Valley. It was finished two months ago. The other contractor is R. F. Nichols, who built the bridge at Elgin.

I told the gentleman in question, that I would make an inquiry as to how long it takes for these men to secure their money, and would let him know. He did not wish me to use his name as he said he did not want to make any trouble for the contractors, but he was curious as to whether or not they were right in alleging so much delay in receiving their money. If you can give me the facts as to these two contractors, I will appreciate it.

Very truly yours,

E B Aldrich

State Highway Commissioner

EBA:H

Form 338—5M—2-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 22, 1935, *193*

Section Elgin

Highway Wallowa Lake

Contractor George F. Price

Date of contract January 31, *193*5

Date work started March 8, *193*5

Amount of contract . . . . . $ 6,642.70

Kind of work Grading and Surfacing

Section prefix 31 PM

Contract number 1705

Date of completion August 15, *193*5

Estimated date of completion October 1, *193*5

Per cent of time elapsed 72 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 6,047.00

Per cent of contract completed, based on total contract price . . . . . 80 %

Engineering cost to date, $ 380.00, 65 %

Date project was completed ..., *193*...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work was done on this project this week and the work is definitely held up until construction of the new bridge is complete. The completion of the new bridge is estimated at about September 15th.

Signed [signature]

Address La Grande, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	...TENANCE ...ATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	Showers		
Wednesday	Clear		
Thursday	"		
Friday	"		
Saturday	"		

Form 838—5M—6-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8, 1935

Section Elgin — *Kind of work* Grading and Surfacing

Highway Wallowa Lake — *Section prefix* 31 PM

Contractor George F. Price — *Contract number* 1703

Date of contract Jan 31, 1935 — *Date of completion* Aug. 15, 1935

Date work started Mar. 8, 1935 — *Estimated date of completion* Aug. 15, 1935

Amount of contract . . . . . $ 6642.70 — *Per cent of time elapsed* 65 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 6047.00

Per cent of contract completed, based on total contract price . . . . . 70 %

Engineering costs to date, $ 380.00, 63 % — *Date project was completed* ..., 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor spent the week dressing, ~~and~~ blading and rolling thegravel topping. It was necessary to use an additional 65 yards of gravel topping in order to take up the low spots ~~and~~ in the grade and build approach connections.

JUN 10 1935

Signed .....

Address LaGrande, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.43	0.43			
Miles partially completed	0.43	0.43			
Miles completed					
Total estimated quantities	7200	2800			
Estimated quantities moved or placed to date	6000	2250			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		6			
Average force on project for week		6			

Percentages of men employed on contract to be secured from:

Union County, 100 %; ..... County, ... %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Union COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	5					2	7
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers 1, Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., Truck . . 1, Cat. . . 1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"	All Day	Contractor did not choose to work
Tuesday	"	None	
Wednesday	"	"	
Thursday	"	"	
Friday	"	"	
Saturday	Cloudy	"	

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. Ore. NRH-M- 5-A (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-Aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jron

Flgon 25305

Form P. R. 2

State ..... Oregon .....

U.S. Public Works Highway Project No. ~~FAS A 2-5~~, Sec. A (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No.67,73rd Cong.) approved June 16,1933, and act approved June 18,1934 (Public No. 393, 73rd Cong.)

Whereas the Highway Department of said State submitted on the day

of , 19, a project statement, which was approved by the

Secretary on the 25th day of February, 19 35, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 16th day of January, 19 35; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

twenty-nine thousand, three hundred sixty-one and 19/100

dollars ($ 29,361.19) as the share of the United States payable under said act on account of Section A of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 16, 1934 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1265+00 in Block 47 in the City of Elgin in the NE¼ of Sec. 15, T 1 N, R 39 E, W.M., crossing the city limits of Elgin at Station 1270+30, and survey station 1282+00 in the NW¼ of Sec. 14, T 1 N, R 39 E, W.M.,

, length 0.331 of a miles, in Union County, being Section A of Oregon U.S. Highway Public Works (1935) project No. [illegible] A-5, consisting of 0.290 of a mile of roadway and one bridge, each of more than 20 feet clear span, 0.041 of a mile in length, known locally as the Elgin bridge section of the Wallowa Lake Highway between official control points La Grande and Minam.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

(c) The total amount of Federal funds allotted to this project is $29,361.19. Of this amount $12,129.34 is to be charged to the MRH portion of the project and $17,231.85 to the MRM portion.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of twenty-nine thousand, three hundred sixty-one and 19/100 dollars ($ 29,361.19), certified to the Secretary of the Treasury as above mentioned, which does not exceed the estimated Federal pro rata share

dollars ($ is), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 88, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By .....

Member, State Highway Commission
(Title of officer)

By E. L. Peadburn

Member, State Highway Commission
(Title of officer)

By .....

.....
(Title of officer)

By .....

.....
(Title of officer)

SECRETARY OF AGRICULTURE,

By .....
Acting *Chief, Bureau of Public Roads*

8-3518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Public Works Highway 1 BRH & M-5 (1935) -A

State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 29,361.19 as the total estimated cost of said project, and the sum of $ 29,361.19 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By [illegible]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1944 9—4000

RECEIVED
JUL 1 1935
HIGHWAY COMMISSION
SALEM, OREGON

June 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of June 6, 1935 concerning the special provision page covering liquidated damages for Contract No. 1703, covering the grading and surfacing of the Elgin Section, Projects No. NRM & H 5 (1935).

Please be advised that the pages in the copies of contract are incorrect and we are, accordingly, enclosing herewith three additional pages to replace them.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to copies of contract No. 1703 for grading and surfacing on Oregon U. S. Public Works projects NRH and NRH 5 (1935).

We note in the special provisions a substitute sheet dealing with liquidated damages. In the proposal liquidated damages were fixed at $25.00 per day; in the certified copy of the contract this is fixed at $50.00 per day.

If the amount named in the proposal is correct, please furnish us sufficient sheets to accompany contracts. If, on the other hand, the amount of liquidated damages has been increased, please furnish us with three copies of substituted sheet.

Very truly yours,

W. M. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

WE DO OUR PART

#1703

H 5

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P O DRAWER 55

WALLA WALLA, WASH.

March 12, 1935

Geo. F. Price,
Dayton, Wash.

Oregon State Highway Department,
Salem, Oregon

Gentlemen:

Will you kindly complete and return to us the attached form covering job in which the above contractor is engaged consisting of grading and surfacing a portion of the Wallowa Lake Highway, known we believe, as Job #1703.

We are furnishing our products to contractor on this job and this information is desired to enable us to complete our records.

A self-addressed envelope is enclosed for your convenience in returning the attached form.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

R.T.VIVIAN, District Sales Manager

By R. Jacobson EBG
District Credit Man

EBG: DH
Attach

NRA MEMBER U.S. WE DO OUR PART

FORM S-M-1 10733 500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

March 8, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. H. G. Smith:

Dear Sir:

I am submitting herewith Price Agreement No. 1 on the Elgin Grading Project, Wallowa Lake Highway in Union County.

This price agreement calls for installation of 54' of 12" pipe at a cost of $65.34. This pipe is necessary to care for drainage features that we were unable to determine at the time the survey was made.

Very truly yours,

W. C. Williams

WCW V

Division Engineer.

Incls.

March 2, 1935

H-5

Mr. R. F. Nichol, Contractor
Vale, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract #1704 awarded to you on February 28, 1935, for the construction of a bridge over Grande Ronde River near Elgin on the Wallowa Lake Highway in Union County.

This copy is for your records and files.

Very truly yours,

OC

Secretary.

February 21, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Elgin Section, Project No. ~~NHM~~ & H 5 (1935)

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/CS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [redacted] & H 5 (1935)

ELGIN SECTION OF THE [redacted] LOOP

HIGHWAY IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 20, 1935

PROJECT No. [redacted] 5 (1935)

Roadwork (Sta. 1265+30 to 1270+30)

6	cu. yds.	Trench Excavation	$ 0.75	$ 4.50
450	cu. yds.	Excavation, Single Classif.	0.30	135.00
5,900	yd. sta.	Overhaul	0.02	118.00
50	yd. mi.	Trunk Haul	0.15	7.50
.07	mile	Finishing Roadbed and Slopes	300.00	21.00
50	lin. ft.	Rounding Outbanks	0.15	7.50
50	lin. ft.	18" Corr. Iron Pipe	1.60	80.00
15	cu. yds.	Footpath Surfacing	1.50	22.50
500	cu. yds.	Selected Roadbed Topping	0.75	375.00
100	cu. yds.	Salvaging Surfacing Materials	0.50	50.00
60	cu. yds.	Stockpiling and Reloading Salvaged Materials	0.50	30.00
50	cu. yds.	Filler	0.35	17.50
50	yd. mi.	Hauling Filler	0.15	7.50
40	M-Gal.	Sprinkling	2.00	80.00
		Sub-total		$ 956.00
		10% Engr. & Cont.		95.60
		Total		$ 1,051.60

East Portion of Elgin Bridge (Sta. 1270+30 to 1270+92.5)

270	cu. yds.	Excavation	$ 4.00	$ 1,080.00
30	cu. yds.	Excavation below Plans	5.00	150.00
220	cu. yds.	Class "A" Concrete	24.00	5,280.00
113	cu. yds.	Class "D" Concrete	25.00	2,825.00
65,000	lbs.	Metal Reinforcement	0.055	3,575.00
312	lin. ft.	Concrete Handrail	3.50	1,092.00
All Required		Remove Old Bridge & Maint. Traffic		707.32
		Sub-total		$ 14,709.32
		10% Engr. & Cont.		1,470.93
		Total		$ 16,180.25

Length of Roadwork	.071 mile
" " Bridge	.029 "
Total Length	.100 "
Cost per mile, Roadwork	$ 14,811.26

PROJECT NO. NEH 5 (1935)

Roadwork (Sta. 1270+30 to 1282+50)

4	cu. yds.	Trench Excavation	$ 0.75	$ 3.00
6,200	cu. yds.	Excavation, Single Classif.	0.30	1,860.00
5,200	yd. sta.	Overhaul	0.02	104.00
50	yd. mi.	Truck Haul	0.15	7.50
.22	mile	Finishing Roadbed and Slopes	300.00	66.00
850	lin. ft.	Rounding Cutbanks	0.15	127.50
30	lin. ft.	18" Corr. Iron Pipe	1.60	48.00
1,400	cu. yds.	Selected Roadbed Topping	0.75	1,050.00
220	cu. yds.	Salvaging Surfacing Materials	0.50	110.00
190	cu. yds.	Stockpiling and Reloading Salvaged Materials	0.50	95.00
150	cu. yds.	Filler	0.35	52.50
150	yd. mi.	Hauling Filler	0.15	22.50
130	M-Gal.	Sprinkling	2.00	260.00
		Sub-total		$ 3,806.00
		10% Engr. & Cont.		380.60
		Total		$ 4,186.60

East Portion of Main Bridge (Sta. 1269+74.5 to 1270+30)

220	cu. yds.	Excavation	$ 4.00	$ 880.00
20	cu. yds.	Excavation below Plans	5.00	100.00
100	cu. yds.	Class "A" Concrete	24.00	2,400.00
47	cu. yds.	Class "D" Concrete	25.00	1,175.00
35,000	lbs.	Metal Reinforcement	0.055	1,925.00
128	lin. ft.	Concrete Handrail	3.50	448.00
All Required		Remove Old Bridge & Maint. Traffic		292.68
		Sub-total		$ 7,220.68
		10% Engr. & Cont.		722.06
		Total		$ 7,942.74

Length of Roadwork	.219 mile
" " Bridge	.012
Total Length	.231
Cost per mile, Roadwork	$ 19,116.89

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	WPA Funds	Non-WPA Funds
Project No. WPA 5 (1935)			
Roadwork	$ 1,051.60	$ 1,051.60	$ --
Bridge	16,180.25	16,180.25	
Totals, WPA Project	$ 17,236.85	$ 17,236.85	$ --
Project No. WPA 5 (1935)			
Roadwork	$ 4,186.60	$ --	$ 4,186.60
Bridge	7,942.74	--	7,942.74
Totals, WPA Project	$ 12,129.34	$ --	$ 12,129.34
Totals, All Work	$ 29,366.19	$ 17,236.85	$ 12,129.34

State Funds for County Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 86, Laws 1931

State Funds for Maint. Chap. 41, Laws 1927; Chap. 38, Laws 1931

CONTRACT - 5
(1935)

February 8, 1935

George F. Price
P. O. Box 58
Dayton, Washington

Dear Sir:

For use in connection with the Elgin Grading and Surfacing Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Foley Building, La Grande, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

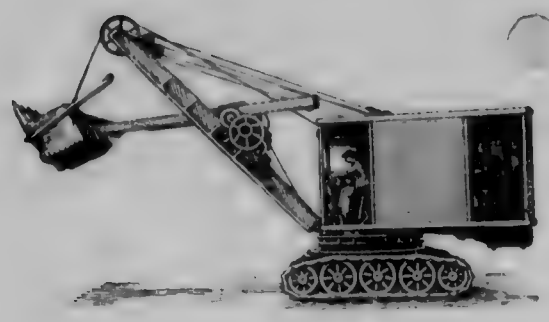
By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. C. Williams
(For the Resident Engineer)



GEO. F. PRICE

CONTRACTOR

DAYTON, WASHINGTON

N 11 M 5

February 8, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Att'n Mr. H. B. Glaisyer.

Reference to your letter of February 7th, in which you say that you have received a letter from the Industrial Accident Commission that our account had been closed with them. This is true. We finished all work that we had in Oregon last September and in order to keep from making monthly reports when we had no payroll, we closed our account.

However, we still have a bond posted with them to guarantee premiums, and we have written them that we intend to reopen this account.

It is our intention to comply with all requirements of the Highway Commission regarding the State Industrial Accident Commission on the Elgin Section.

Yours very truly,
Geo. F. Price, Contractor,
By

Glenn Eades, Supt.

NRM-5

February 7, 1935

Mr. George F. Price,
P. O. Box 58,
Dayton, Washington

Dear Sir:

We have just received a letter from the State Industrial Accident Commission advising that their account with you was closed on October 9, 1934, and you are, therefore, no longer in good standing with that Commission.

It is one of the requirements of the State Highway Commission that all successful bidders on state highway work accept the provisions of the Oregon Workmen's Compensation Act and carry on their work in strict compliance with the provisions thereof. The Commission will expect you to do this in connection with the contract awarded to you on January 31 for the grading and surfacing of the Elgin Section of the Wallowa Lake Highway in Union County. Full information regarding the Workmen's Compensation Act may be obtained from the State Industrial Accident Commission, Salem, Oregon.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

NIR·M-5

February 1, 1935

Mr. Geo. F. Price
P. O. Box 58
Dayton, Washington

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 31 for the construction of the Elgin Section of the Wallowa Lake Highway in Union County, and has awarded to you the contract for such work at your bid price of $5,957.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

EJ

cc Mr. Probert

NRM-5

February 1, 1935

Mr. R. F. Nichol
Vale
Oregon

Dear Sir:

This letter is to infora you that the State Highway Commission has accepted the bid submitted by you on January 31 for the construction of a bridge over Grande Ronde River on the Wallowa Lake Highway at Elgin, and has awarded to you the contract for such work at your bid price of $21,990.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Bridge Department

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRH & NRM 5 (1935), Elgin Section of Wallowa Lake Highway, to Geo. F. Price, Dayton, Washington, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRM & NRH 5 (1935), bridge over Grande Ronde River on the Wallowa Lake Highway at Elgin, to R. F. Nichol, Vale, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

NRM 5

January 26, 1935

Union County
Wallowa Lake Highway
Elgin Section
Grading and Surfacing 0.43 miles, 24' roadway
Station 1257+50.0, to 1282+50.

Estimate of Cost for Comparison of Bids, by W.C.Williams, Division Engineer

	Quantities	Unit Price	Amount
Trench Excavation	10 cu.yd.	$1.00	$ 10.00
Excavation, Single Classification	7,200 cu.yd.	.50	3,600.00
Overhaul	11,500 yd.st.	.02	230.00
Truck Haul	500 yd.m.	.20	100.00
Finishing Roadbed and Slopes	.43 miles	300.00	129.00
Rounding Cutbanks	900 l.f.	.10	90.00
18" Corrugated Iron Pipe	80 l.f.	2.50	200.00
Footpath Surfacing	45 cu.yd.	1.20	54.00
Selected Roadbed Topping	2,800 cu.yd.	.50	1,400.00
Salvaging Surfacing Materials	500 cu.yd.	.80	400.00
Stockpiling & Reloading Salvaged Material	300 cu.yd.	.25	75.00
Filler	250 cu.yd.	.30	75.00
Hauling Filler	250 yd.mi.	.20	50.00
Sprinkling	200 m.gal.	2.00	400.00
Total			6,813.00
Plus 10" Engineering and Contingencies			681.30
TOTAL			$ 7,494.30

RECEIVED
JAN 28 1935

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 16, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project NRH and NRM 5 (1935), the Elgin Bridge Section of the Wallowa Lake Highway, have today been recommended for approval. This is your authority for advertising.

Copies of the usual resolutions by the town of Elgin should be furnished as soon as possible.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

January 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Elgin Section, Project No. NRM & NRH 5 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM & H 5 (1935)

ELGIN SECTION OF THE HALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 12, 1935

PROJECT NO. NRM 5 (1935)

Roadwork (Sta. 1265+00 to 1270+30)

6	cu. yds.	Trench Excavation	$ 1.00	$ 6.00
450	cu. yds.	Excavation, Single Classif.	0.50	225.00
5,900	yd. sta.	Overhaul	0.02	118.00
50	yd. mi.	Truck Haul	0.20	10.00
.07	mile	Finishing Roadbed and Slopes	200.00	14.00
50	lin. ft.	Rounding Cutbanks	0.10	5.00
50	lin. ft.	18" Corr. Iron Pipe	2.50	125.00
15	cu. yds.	Footpath Surfacing	1.00	15.00
500	cu. yds.	Selected Roadbed Topping	0.40	200.00
100	cu. yds.	Salvaging Surfacing Materials	0.80	80.00
60	cu. yds.	Stockpiling & Reloading Salvaged Materials	0.25	15.00
50	cu. yds.	Filler	0.50	25.00
50	yd. mi.	Hauling Filler	0.20	10.00
40	M-Gal.	Sprinkling	1.50	60.00
		Sub-total		$ 908.00
		10% Engr. & Cont.		90.80
		Total		$ 998.80

East Portion of Elgin Bridge (Sta. 1270+30 to 1270+92.5)

270	cu.yds.	Excavation	$ 3.00	$ 810.00
30	cu. yds.	Excavation below plans	5.00	150.00
220	cu. yds.	Class "A" Concrete	21.00	4,620.00
113	cu. yds.	Class "D" Concrete	22.00	2,486.00
65,000	lbs.	Metal Reinforcement	0.055	3,575.00
312	lin. ft.	Concrete Handrail	5.00	1,560.00
All Required		Remove Old Bridge & Maint. Traffic		1,000.00
		Sub-total		$ 14,201.00
		10% Engr. & Cont.		1,420.10
		Total		$ 15,621.10

Length of Roadwork	.071 mile
" " Bridge	.029 "
Total Length	.100 "
Cost per mile, Roadwork	$ 14,067.60

PROJECT NO. NRH 5 (1935)

Roadwork (Sta. 1270+30 to 1282+50)

4	cu. yds.	Trench Excavation	$ 1.00	$ 4.00
6,200	cu. yds.	Excavation, Single Classif.	0.50	3,100.00
5,200	yd. sta.	Overhaul	0.02	104.00
50	yd. mi.	Truck Haul	0.20	10.00
.22	mile	Finishing Roadbed and Slopes	200.00	44.00
850	lin. ft.	Rounding Cutbanks	0.10	85.00
30	lin. ft.	18" Corr. Iron Pipe	2.50	75.00
1,400	cu. yds.	Selected Roadbed Topping	0.40	560.00
220	cu. yds.	Salvaging Surfacing Materials	0.80	176.00
190	cu. yds.	Stockpiling & Reloading Salvaged Materials	0.25	47.50
150	cu. yds.	Filler	0.50	75.00
150	yd. mi.	Hauling Filler	0.20	30.00
130	M-Gal.	Sprinkling	1.50	195.00
		Sub-total		$ 4,505.50
		10% Engr. & Cont.		450.55
		Total		$ 4,956.05

West Portion of Elgin Bridge
(Sta. 1268+76.5 to 1270+30)

220	cu. yds.	Excavation	$ 3.00	$ 660.00
20	cu. yds.	Excavation below plans	5.00	100.00
100	cu. yds.	Class "A" Concrete	21.00	2,100.00
47	cu. yds.	Class "D" Concrete	22.00	1,034.00
35,000	lbs.	Metal Reinforcement	0.055	1,925.00
128	lin. ft.	Concrete Handrail	5.00	640.00
All Required		Remove Old Bridge & Maint. Traffic		500.00
		Sub-total		$ 6,959.00
		10% Engr. & Cont.		695.90
		Total		$ 7,654.90

Length of Roadwork	.219 mile
" " Bridge	.012 "
Total Length	.231 "
Cost per mile, Roadwork	$ 22,630.36

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	MRM Funds	MRH Funds
Project No. MRM 5 (1935)			
Roadwork	$ 998.80	$ 998.80	$ --
Bridge	15,621.10	15,621.10	--
Totals, MRM Project	$ 16,619.90	$ 16,619.90	$ --
Project No. MRH 5 (1935)			
Roadwork	$ 4,956.05	$ --	$ 4,956.05
Bridge	7,654.90	--	7,654.90
Totals, MRH Project	$ 12,610.95	$ --	$ 12,610.95
Totals, All Work	$ 29,230.85	$ 16,619.90	$ 12,610.95

CONTRACT #1705,

NRM 183-D Second St.-Seventh St., Forest Grove, Paving 1935

1705

183-D

June 24, 1936

Kern & Kibbe
42 S. E. Salmon St.
Portland, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of June 26, 1936 for an extension of time in which to complete your contract for paving 2d Street-7th Street Unit of the Forest Grove Section of the Tualatin Valley Highway. There follows an excerpt from the minutes of the State Highway Commission meeting held on July 26, 1935 covering this matter:

"Kern & Kibbe, Contract No. 1705, for paving 2d Street-7th Street Unit of the Forest Grove Section of the Tualatin Valley Highway, requested an extension of time of 30 days from June 30, 1935 to July 31, 1935, in which to complete this job, giving as their reason that this job was being worked in conjunction with another highway contract at Hillsboro and a short delay was necessitated in connection with the Forest Grove project in order to work it economically with the other one. The Engineer advised that the contractor's statement of the reason for the delay is substantially correct, that both jobs at Hillsboro and Forest Grove required black top pavement which they proposed to lay simultaneously and to which method he had no serious objection. He also advised that the delay has not seriously inconvenienced the traveling public, neither has it cost the State any extra expense for engineering supervision. He recommended that the request be granted without penalty. The Commission approved his recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

1430

#1705

October 5, 1935.

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern, Agent
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1705 for the construction of the Second Street-Seventh Street Unit, Forest Grove Section of the Tualatin Valley Highway in Washington County, has been completed by the contractors, Kern & Kibbe, 42 S. E. Salmon Street, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after October 15, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $8,919.36, including the final payment. Of this amount $30.19 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

1838

September 28, 1935.

Glens Falls Indemnity Company
6th Floor Mills Tower
San Francisco, California

Attention: W. L. Jensen

Gentlemen:

We have your letter of September 18, concerning the Kern & Kibbe Contract No. 1705, Second Street-Seventh Street Unit Forest Grove Section of the Tualatin Valley Highway in Washington County.

You are advised that this contract was completed on July 25 and was accepted August 2, 1935. The total amount paid the contractors to date is $8,171.49, and the retained percentage is $655.28. Final payment has not yet been made.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1705
Wash. Co

R. H. GRIFFITH, VICE-PRESIDENT
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO, CAL.

Glens Falls

INDEMNITY COMPANY
of Glens Falls, New York

R. LYNN COLOMB,
SUPERINTENDENT BONDING DEPT.

SAN FRANCISCO, CALIFORNIA
September 18, 1935

Oregon State Highway Commission,
Portland, Oregon.

Attention of Mr. H. B. Glaisyer, Secretary

Bond No. 88950 - Kern & Kibbe

Gentlemen:

You recently advised us that the contract for resurfacing the Second Street - Seventh Street Unit, Forest Grove Section of Tualitin Valley Highway, covered under the above, had been completed and accepted.

For the completion of our file, we will appreciate your further cooperation in advising us as to the total contract price including extras, if any.

Thanking you, we enclose a self-addressed, stamped envelope for your convenience.

Yours very truly,

PACIFIC COAST BONDING DEPT.

WLJ:RG
Enc.

Contract - $8,826.77
Pd. $8,171.49
Diff. $655.28

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 6, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Final inspection of U.S.P.W. Proj. NRM 183-D (1935), Forest Grove Section, Tualatin Valley Highway, Washington County, was made by a representative of this office on August 6, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield

L. J. Caufield
Highway Engineer

Form 888—5M—8-35

143 D

ORE STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 24th,1935 *, 193*

Section Forest Grove

Highway Tualatin

Contractor Kern & Kibbe

Date of contract Jan. 31, 1935 *, 193*

Date work started May 17, 1935 *, 193*

Amount of contract $8737.00

Kind of work Street resurfacing

Section prefix 34 - 1103

Contract number 1705

Date of completion June 30th, 1935 *, 193*

Estimated date of completion July 25th, 1935 *, 193*

Per cent of time elapsed 117 %

Estimated cost of completed project, exclusive of engineering $8,900.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $480.00, 5.4 %

Date project was completed July 25th, 1935 *, 193*

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All semi-final records ready for submission. The estimate is being held for the contractor to submit his extra work bills. A request has been made for these bills and they are expecte d at anytime.

Final Report

RECEIVED
DIVISION ENGINEER

Signed C C Call

Address Vernonia, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Vernonia, Ore.
Aug. 20th, 1935

34 - 1103
Contract No. 1705

HISTORY of the RESURFACING of PACIFIC AVE.
2 ND ST - 7TH ST UNIT
FOREST GROVE SECTION
TUALATIN VALLEY HIGHWAY

Contract No. 1705 providing for the construction of 8,700 square yards of asphaltic concrete resurfacing on Pacific Ave between 2nd and 7th St's in Forest Grove was awarded to Kern & Kibbe, general contractors of Portland, on Jan 31st, 1935. Specified date of completion being June 30th, 1935.

In connection with the street improvement approximately 1,000 lin. ft. of sewer trench lying in the center of Pacific Ave was to be opened and backfilled. The openning and backfilling of the trench being necessary because of poor backfilling on the original construction and the leaving of lagging and other timbers in the trench. A very rough surfacing caused from settlement was the result of the lack of proper inspection on the original work.

C. C. Gall was assigned to the project as Resident Engineer, He and his party having headquarters at Vernonia.

The contractor started operations May 17th, openning and backfilling the sewer trench. This work together with the construction of catch basins and laying of drain tile was carried on to completion June 5th.

The job was then ready for resurfacing, but as the contractor had similar resurfacing work in Hillsboro it was their desire to do this work on the two jobs consecutively. The Hillsboro project not being ready for resurfacing, work at Forest Grove was dropped.

F. E. Semon reported at Forest Grove as Street Inspector, July 16th. The resurfacing started on July 17th and was carried on quite satisfactorily to completion July 24th. The street was then given a surface dressing of lean mix coarse sand screenings and the job completed July 25th.

The street was re-opened to traffic on the 27th.

C C Gall

Resident Engineer

FORM S-A-1 21040 SM 5-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 5, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Ore.

Dear Sirt

Reference is being made to yours of July 29th, regarding the Forest Grove Section of the Tualatin Valley Highway, Oregon USFW project NRM 183-D.

The contractors on this project also had the Hillsboro Project NRM 183 E. They did not wish to start their paving plant for the one small section at Forest Grove and therefore held up this project until the Hillsboro job could be done at the same time.

According to our records the Forest Grove Project was completed on July 25th. The completion date for the Hillsboro job is August 31st, and it is anticipated that this project will be completed on that date or before.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. NRM 183-D (1935) ~~& 183-E (1935)~~

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-Aid~~ projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Highway Engineer

Encls.

for

Aj. 25270

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. NRM 185-D (1936)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 28th day of September, 1932, a project statement, which was approved by the Secretary on the 20th day of October, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 16th day of January, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nine thousand, six hundred ten and 70/100

dollars ($ 9,610.70) as the share of the United States payable under said act on account of Section D of said project, which is 1% of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 266+38, at the intersection of Pacific Avenue and 7th Street and survey station 290+21, the intersection of Pacific Avenue and 2nd Street, all in the city of Forest Grove,

, length .451 of a miles/ in Washington County, being Section D of Oregon U.S.PublicWks. Hwy. project No. ~~RRM~~ 183/(1935), consisting of 0.451 of a miles/ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~extending from~~ known locally 2nd Street-7th Street section in Forest Grove of the Tualatin Highway, between official control points Hillsboro and Forest Grove.

8 -5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of nine thousand, six hundred ten and 70/100 dollars ($9,610.70), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed three-fourths of the total Federal appropriation thereof~~ is the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments for the expenditure of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1937, and Chap. 88, Laws of 1951.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29 day of May, 1935.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commissio
(Title of officer)

By .....

Member, State Highway Commission
(Title of officer)

By E. F. Washburn

Member, State Highway Commission
(Title of officer)

By .....

.....
(Title of officer)

By .....

.....
(Title of officer)

SECRETARY OF AGRICULTURE,

By .....
Acting Chief, Bureau of Public Roads.

S-5513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks.Hwy. NRM 183-D (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 9,610.70 as the total estimated cost of said project, and the sum of $ 9,610.70 as the share of the United States, payable under said acts on account of such project, which d[redacted] p[redacted] 1s said total estimated cost.

Done at the city of Washington, this 23d day of January one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By [signature]
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 S 4839

February 21, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the 2nd St.-7th St. Section in Forest Grove, Project No. NRM 183-D (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 183-D (1935)

23rd St.-27th St. SECTION IN FOREST GROVE

ON THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 20, 1935

450	sq. yds.	Pavement Removal	$ 0.35	$ 157.50
1,200	cu. yds.	Trench Excavation	1.00	1,200.00
200	cu. yds.	Loading, Hauling and Depositing Earth Materials	0.60	120.00
100	cu. yds.	Lower Course Rock Backfill	1.75	175.00
50	cu. yds.	Top Course Rock Backfill	2.00	100.00
20	cu. yds.	Filler	0.40	8.00
20	yd. mi.	Hauling Filler	0.20	4.00
400	lin. ft.	8" Drain Pipe	0.50	200.00
50	lin. ft.	8" Drain Pipe under Pavement	0.65	32.50
2	only	Concrete Catch Inlets	15.00	30.00
70	tons	Class "A" Asphaltic Concrete	7.00	560.00
520	tons	Class "B" Asphaltic Concrete	7.00	3,640.00
430	tons	Asphaltic Wearing Surface	7.00	3,010.00
				$ 9,237.00
		Lump Sum Reduction as per Contract		500.00
		Sub-total.....		$ 8,737.00
		10% Engr. & Cont.....		873.70
		Total.....		$ 9,610.70

Length..... 0.451 mile

Cost per mile..... $21,309.79

NRM Funds Requested..... $ 9,610.70

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931

State Funds for Maint: Chap. 41, laws 1927; Chap. 88, laws 1931

NRM 183-D
(1935)

February 8, 1935

Kern & Kibbe
42 S. E. Salmon Street
Portland, Oregon

Gentlemen:

For use in connection with the Second Street-Seventh Street Unit, Forest Grove Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Old Post Office Building, Portland, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MR

Encl.

cc Mr. W. E. Chandler
Mr. C. C. Gall

February 1, 1935

138

Mr. Oscar Cutler
O F F I C E

Dear Sir:

I am returning to you herewith three copies each of the following agreements covering the matter of maintenance of several municipal federal aid projects:

1. Agreement with the City of Hillsboro covering improvement of Tualatin Valley Highway between Range Street and 5th Street.

2. Agreement with the City of Forest Grove for the improvement of Tualatin Valley Highway between 2nd Street and 7th Street.

3. Agreement with the City of Pendleton for the improvement of the Old Oregon Trail from the Eastern Oregon State Hospital to Court Street.

4. Agreement with Multnomah County for the construction of a bridge over Columbia Slough on north Vancouver Avenue extension.

These agreements have all been signed by the State Highway Commission and are handed to you for further disposal. I have retained the original of each pending the writing of the minutes and will hand them to you as soon as I have no further use for them.

Very truly yours,

BBG:OG
encls.

Secretary.

Mr. Cutler's letter to Mr. McKinney
dated in 1935

183 D

February 1, 1935

Kern & Kibbe
42 S. E. Salmon
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 31 for the pavement resurfacing of the Second Street-Seventh Street Unit of the Forest Grove Section of the Tualatin Valley Highway, and has awarded to you the contract for such work at your bid price of $9,257.00, less $500, as provided in your proposal, you having been also awarded the Hillsboro project.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

LJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRM 183-D (1935), Forest Grove section of Tualatin Valley Highway, to Kern & Kibbe, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FIL[illegible]

POST OFFICE BUILDING
PORTLAND, OREGON

January 16, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works highway project NRM 183-D (1935), Forest Grove section of the Tualatin Valley Highway, have today been recommended for approval, subject to revision of special provisions to provide for hand labor on the sewer trench.

This is your authority for advertising. Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

January 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the 2nd St.-7th St. Section in Forest Grove, Project No. NRM 183-D (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probart
Office Engineer

Dict. by J. W. Nesh/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 183-D (1935)

2ND ST.-7TH ST. SECTION IN FOREST GROVE

ON THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 11, 1935

450	sq. yds.	Pavement Removal	$ 0.50	$ 225.00
1,200	cu. yds.	Trench Excavation	1.00	1,200.00
200	cu. yds.	Loading, Hauling and Depositing Earth Materials	1.00	200.00
100	cu. yds.	Lower Course Rock Backfill	1.50	150.00
50	cu. yds.	Top Course Rock Backfill	1.50	75.00
20	cu. yds.	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.20	4.00
400	lin. ft.	8" Drain Pipe	0.50	200.00
50	lin. ft.	8" Drain Pipe under Pavement	1.00	50.00
2	only	Concrete Catch Inlets	15.00	30.00
70	tons	Class "A" Asphaltic Concrete	6.00	420.00
520	tons	Class "B" Asphaltic Concrete	6.00	3,120.00
430	tons	Asphaltic Wearing Surface	6.50	2,795.00
		Sub-total		$ 8,475.00
		10% Engr. & Cont.		847.50
		Total		$ 9,322.50

Length 0.451 mile

Cost per mile $ 20,670.72

NRM Funds Requested- $ 9,322.50

CONTRACT #1706,

NRM 183-E Range St.-5th St., Hillsboro 1935
Paving

1706

123-E

October 25, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1706, for the construction of the Range Street-Fifth Street Unit, Hillsboro, of the Tualatin Valley Highway in Washington County has been completed by the contractors, Kern & Kibbe, 42 S. E. Salmon Street, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after November 4, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $19,111.05, including the final payment. Of this amount $142.15 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

183 E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 27, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.M. Proj. NRM 183-E (1935), Hillsboro Section, Tualatin Valley Hwy., Washington County, was made by a representative of this office on September 9, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Jon

183 E

#1706

September 26, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agent
Washington Building
Tacoma, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Kern & Kibbe on contract No. 1706 for the construction of the Range Street-Fifth Street Unit Hillsboro Section of the Tualatin Valley Highway in Washington County.

This payment will be made on or after October 5, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

Form 888—5M—8-35

143-E

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

RECEIVED
DIVISION ENGINEER

For Week Ending Aug. 24, 1935, 193...

Section Range St. - 5Th. St.; Hillsboro

Kind of work Street Widening and Resurfacing

Highway Tualatin

Section prefix 34 - 1104

Contractor Kern & Kibbe

Contract number 1706

Date of contract Jan. 31, 1935, 193...

Date of completion Aug. 31, 1935, 193...

Date work started May 21, 1935, 193...

Estimated date of completion Aug. 10th, 1935, 193...

Amount of contract . . . . . $ 17,280.70

Per cent of time elapsed 90 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 19,280.70

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $ 1575.00, 8.16 %

Date project was completed Aug. 10, 1935, 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

L. M. Stratton , computor, working up the final records in Hillsboro.

A map in large scale is being made showing all work done in detail.

Platting of cross-sections, compiling profile of completed work and checking of this work yet to be done to complete the final records.

Signed C C Hall

Address Vernonia Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

PR 183-E

Hyp. 25271

Form P. R. 2

State Oregon

U. S. Public Works Highway Project No. [illegible] 183, Section E
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No.67, 73rd Congress), approved June 16, 1933, and Act approved June 18, 1934, (Public No. 393, 73rd Congress);

Whereas the Highway Department of said State submitted on the 28th day of September, 1932, a project statement, which was approved by the Secretary on the 20th day of October, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section E of said project which were recommended for approval by the United States District Engineer on the 15th day of January, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nineteen thousand, eight and 77/100

dollars ($ 19,008.77) as the share of the United States payable under said act on account of Section E of said project, which is [redacted] of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the Act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 465+28.2 at the junction of Base Line Street and Fifth Street, at the west end of Section C of said project, and survey station 488+50 just west of the intersection of Base Line Street and Range Street, all in the City of Hillsboro.

, length 0.439/ of a mile/, in Washington County, being Section E of Oregon U. S. Public Works / Highway (1935), project No. HRM 183, consisting of 0.439/ of a mile/ of roadway and no bridges, ~~and~~ of more than 20 feet clear span, known ~~as and designated~~ locally as the Range Street-Fifth Street section in the City of Hillsboro, an official control point on Federal Aid Route No. 32.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E of said project shall not in any event exceed the sum of nineteen thousand, eight and 77/100 dollars ($19,008.77), certified to the Secretary of the Treasury as above mentioned, which is [redacted] the approved total estimated cost of Section E of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, laws of 1927; and Chapter 88, laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23rd day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry T. Cabell

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

_____ Secretary of Agriculture

By _____
Acting Chief, Bureau of Public Roads.

U S GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Highway Project No. ~~FEL~~ 183-E (1935), State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 19,008.77 as the total estimated cost of said project, and the sum of $ 19,008.77 as the share of the United States, payable under said acts on account of such project, which ~~is the maximum Federal pro rata share of said~~ is the total estimated cost.

Done at the city of Washington, this 23rd day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

February 21, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Range St.-5th St. Section in Hillsboro, Project No. NRM 183-B (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 183-B (1935)

RANGE STREET-5TH STREET SECTION IN HILLSBORO

ON THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 20, 1935

30	cu. yds.	Trench Excavation	$ 0.75	$ 22.50
900	cu. yds.	Excavation, Single Classif.	0.50	450.00
1,300	yd. mi.	Truck Haul	0.20	260.00
1,100	sq. yds.	Removal of Old Pavement	0.40	440.00
5	only	Removal of Inlets	3.00	15.00
120	lin. ft.	8" Drain Tile	0.50	60.00
7	only	Concrete Catch Inlets	15.00	105.00
4,200	lin. ft.	Concrete Curbs and Gutter	0.80	3,360.00
800	sq. yds.	Concrete Driveway Aprons	1.50	1,200.00
1,700	sq. yds.	Portland Cement Concrete Base	1.50	2,550.00
370	lin. ft.	½" Expansion Joints	0.16	59.20
700	lin. ft.	Contraction Joints	0.02	14.00
900	only	Dowels	0.15	135.00
120	tons	Class "A" Asphaltic Concrete	7.00	840.00
660	tons	Class "B" Asphaltic Concrete	7.00	4,620.00
450	tons	Cut-back Asphalt Wearing Surface	7.00	3,150.00
			Sub-total	$ 17,280.70
			10% Engr. & Cont.	1,728.07
			Total	$ 19,008.77

Length 0.439 mile
Cost per mile $ 43,300.15

NRM Funds Requested- $ 19,008.77

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 88, Laws 1931.

NRM 183-E
(1935)

February 8, 1935

Kern & Kibbe
42 S. E. Salmon Street
Portland, Oregon

Gentlemen:

For use in connection with the Range Street-Fifth Street Unit, Hillsboro Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Old Post Office Building, Portland, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. C. C. Call

183 E

February 1, 1935

Mr. Oscar Cutler
O F F I C E

Dear Sir:

I am returning to you herewith three copies each of the following agreements covering the matter of maintenance of several municipal federal aid projects:

1. Agreement with the City of Hillsboro covering improvement of Tualatin Valley Highway between Range Street and 5th Street.

2. Agreement with the City of Forest Grove for the improvement of Tualatin Valley Highway between 2nd Street and 7th Street.

3. Agreement with the City of Pendleton for the improvement of the Old Oregon Trail from the Eastern Oregon State Hospital to Court Street.

4. Agreement with Multnomah County for the construction of a bridge over Columbia Slough on north Vancouver Avenue extension.

These agreements have all been signed by the State Highway Commission and are handed to you for further disposal. I have retained the original of each pending the writing of the minutes and will hand them to you as soon as I have no further use for them.

Very truly yours,

HBG:OG
encls.

Secretary.

...SIONERS
...LIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

183 E

OREGON STATE HIGHWAY COMMISSION
SALEM

January 28, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
O f f i c e

Dear Sir:

Attached hereto are four copies each of Agreement by Municipality or Political Subdivision to Maintain Highways Improved under National Industrial Recovery Act for the following projects which have been advertised as of January 31st.

Multnomah County	Bridge over Columbia Slough on Vancouver Avenue
Umatilla County	Old Oregon Trail from State Hospital to Ash Street, City of Pendleton
Washington County	A section on Pacific Avenue in Forest Grove A section on Base Line Street in the City of Hillsboro

All of the agreements and resolutions for the project advertised as of January 31st have been submitted by the city authorities and the maintenance agreements hereto attached are to be executed by the State Highway Commission.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

February 1, 1935

Kern & Kibbe
47 S. E. Salmon St.
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on January 31 for the construction of the Range Street-Fifth Street Unit of the Hillsboro Section of the Tualatin Valley Highway, and has awarded to you the contract for such work at your bid price of $17,280.70.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRM 183-E (1935), Hillsboro Section of Tualatin Valley Highway, to Kern & Kibbe, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works highway project NRM 183-E (1935), city of Hillsboro pavement widening and resurfacing on the Tualatin Valley Highway, have today been recommended for approval. This is your authority for advertising.

We should have, at your convenience, copies of town resolution covering encroachments.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

January 10, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Range Street-Fifth Street Section in Hillsboro, Project No. NRM 183-E (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRM 183-E (1935)

RANCH STREET-5TH STREET SECTION IN HILLSBORO

ON THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement)

Salem, Oregon, January 10, 1935

30	cu. yds.	Trench Excavation	$1.00	$ 30.00
900	" "	Excavation, Single Classification	.50	450.00
1,300	yd. mi.	Truck Haul	.15	195.00
1,100	sq. yds.	Removal of Old Pavement	.30	330.00
5	each	Removal of Inlets	10.00	50.00
120	lin. ft.	8" Drain Tile	.70	84.00
7	each	Concrete Catch Inlets	15.00	105.00
4,200	lin. ft.	Concrete Curbs and Gutter	1.00	4,200.00
800	sq. yds.	Concrete Driveway Aprons	1.90	1,520.00
1,700	" "	Portland Cement Concrete Base	2.00	3,400.00
370	lin. ft.	½" Expansion Joints	.15	55.50
700	" "	Contraction Joints	.05	35.00
900	each	Dowels	.20	180.00
120	tons	Class "A" Asphaltic Concrete	6.00	720.00
660	"	" "B" " "	6.50	4,290.00
450	"	Outback Asphalt Wearing Surface	6.50	2,925.00
			Sub-total	$18,569.50
			10% Engr. & Cont.	1,856.95
			Total	$20,426.45

Length	0.439 mile
Cost per mile	$46,618.33

NRM Funds Requested- $20,426.45

CONTRACT #1707,

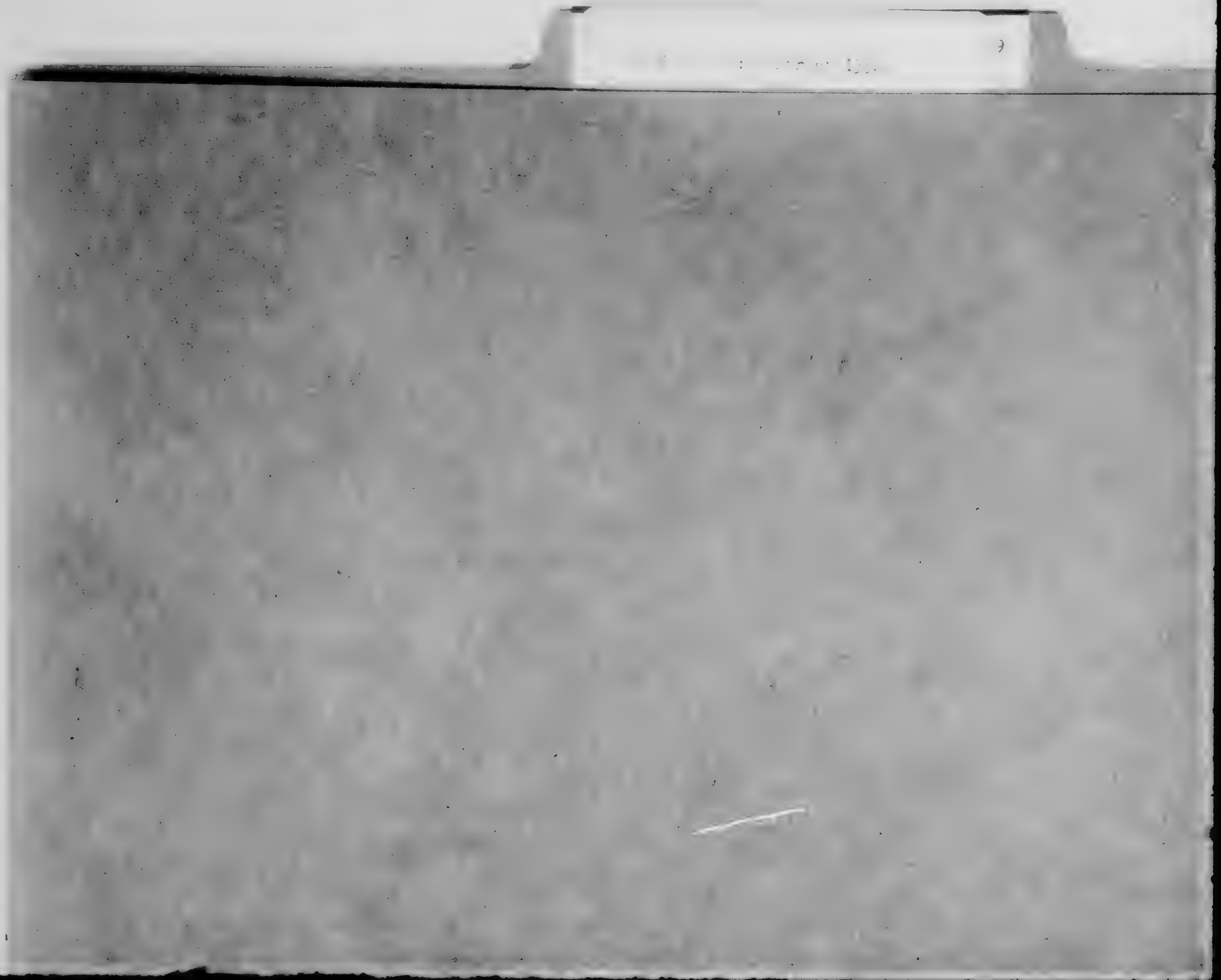
SEE:

CONTRACT #581,

CONTRACT#1707,

SEE:

CONTRACT#1354,



CONTRACT #1708,
1716, 1731,

NRM 38-C
1709
1716
1731

State Hospital-Ash St., Pendleton (Grad., Surf. & Bit. Mac.

1935

[redacted]

FORM S-A-1 (M) 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
AUG 10 1937
FOR FILING

OREGON STATE HIGHWAY COMMISSION

SALEM

August 6th, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. Murray
Resident Engineer
Union Pacific System
Portland, Oregon

Dear Sir:

I am returning herewith, pencil statement pertaining to the work done on the Walters Mill Spur west of Pendleton.

This statement has been examined by the resident engineer in charge and appears to be O.K.; therefore, the final bill may be submitted as suggested.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

H. B. CRAWFORD, SECRETARY
P. L. TOU VELLE, JACKSONVILLE
CHAIRMAN, PORTLAND
PENDLETON
P. L. TOU VELLE, JACKSONVILLE
H. B. CRAWFORD, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
AUG 2 1937
FOR FILING

OREGON STATE HIGHWAY COMMISSION

SALEM

July 27, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Attached is a letter from S. Murray with pencil statement of final charges amounting to $1,043.27, for work performed by railroad company in connection with raising track and bridge on Walters Mill Spur in West Pendleton.

Please review these charges and give us a report and your recommendations in order that we may answer Mr. Murray.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H.Baldock

#1716
X

RECEIVED
NOV 4 1936
FOR FILING
38-C

November 2, 1936

Mr. Wm. C. Puhaty,
Attorney at Law,
502 Gerlinger Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of October 28th concerning the C. J. Montag & Sons contract No. 1716 for the construction of a bridge over Umatilla River on the Old Oregon Trail in Umatilla County near Pendleton.

You are advised that this contract was completed August 31, 1935, and was accepted October 16, 1935. The claim of Mr. Jas. B. Jones in the sum of $68.00 was filed in this office on February 21, 1936 and also was filed with the Secretary of State on February 21, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1716
Wm. G.

WILLIAM G. PUHATY
ATTORNEY AT LAW
PORTLAND, OREGON

502 GERLINGER BUILDING
ATWATER 0808

RECEIVED
OCT 29 1936
OREGON STATE HIGHWAY COMMISSION

October 27, 1936

State Highway Commission
Salem, Oregon

Attention [illegible]

Dear Sir:

[illegible] that the contract [illegible] the [illegible] bridge over the Willamette River at Corvallis has been finished and accepted by the State of Oregon.

[illegible] claim against [illegible]

Yours truly,

William G. Puhaty
By R.C.

[illegible]

38-C

#1716

X

September 10, 1956

LEWIS, LEWIS & FINNIGAN
400 Henry Building
Portland, Oregon

Attention Arthur H. Lewis

Gentlemen:

Responding to your request of September 5, we are sending you by express a certified copy of the contract with C. J. Montag & Sons for the construction of a bridge over the Umatilla River, in Umatilla County, our number 1716.

We note this copy is to be used in connection with a suit in behalf of James B. Jones, whose affidavit of claim was attached to your letter.

Very truly yours,

Secretary

JM:MBL

LAW OFFICES OF
LEWIS, LEWIS & FINNIGAN
400 HENRY BUILDING
PORTLAND, OREGON

RECEIVED
SEP 9 1936
OREGON

September 5, 1936

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Kindly furnish us with a certified copy of a bond given by C. J. Montag & Sons, as general contractor for the construction of a bridge over the Umatilla River near Pendleton, your contract No. 1716.

The reason for the request is for the purpose of commencing suit against the contractor on this job on behalf of James B. Jones, whose affidavit is herewith enclosed.

Very truly yours,

LEWIS, LEWIS & FINNIGAN

By Arthur H Lewis

AHL:sm

REFERRED TO
BY SECRETARY

please return copy

STATE OF OREGON,)
County of Multnomah.) ss.

I, James B. Jones, being first duly sworn, depose and say: That I performed certain labor for use in the construction of the bridge over the Umatilla River near Pendleton, on the Oregon Trail, in Umatilla County, payment for which has not been made.

James B Jones

Subscribed and sworn to before me this 8 day of September, A. D. 1936.

Arthur K Lewis
Notary Public for Oregon

My commission expires June 12, 1937.

September 10, 1936

AETNA CASUALTY & SURETY COMPANY
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand you herewith copy of an affidavit of claim which was filed in this office by Lewis, Lewis and Finnigan on behalf of James B. Jones, against C. J. Montag & Sons, Contract No. 1716, for the construction of a bridge over the Umatilla River, in Umatilla County.

This copy is forwarded to you as you appear as surety on the bond furnished in connection with the contract.

Very truly yours,

Secretary

JM:MeL

cc - C J Montag & Sons

Encl.

FORM E A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

38-C

OREGON STATE HIGHWAY COMMISSION

SALEM

August 7, 1936.

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. Murray,
Resident Engineer,
Union Pacific Railroad Company,
Portland, Ore.

Dear Sir:

NOT FILED

As requested in yours of August 4th, we are sending you a mimeographed copy of item and unit bid prices for the State Hospital-Ash Street Unit of the West Pendleton Section of the Old Oregon Trail Highway.

If this does not give you the information needed, please advise.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock

38-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
APR 15 1936
OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRM 38-C (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

April 14, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
Highway Engineer

Encls.

don

Section C of
Oregon U. S. Public Works Highway
Project No. NRM 38 (1935).

Agr. 25685

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 6th, 1935, by the Oregon State Highway Commission, and on June 22, 1935, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section C of Oregon U. S. Public Works Highway Project No. NRM 38 (1935); and

WHEREAS, the said Oregon State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section C to provide for roadside beautification over its entire length; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $90,005.30 to $94,866.27, and that the Federal funds approved and set aside to the credit of said Section C be increased from $90,005.30 to $94,366.27:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of ninety-four thousand, three hundred sixty-six and 27/100 dollars ($94,366.27), as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Clause (a) of Article I shall read:

"(a) By the State, from funds apportioned under act approved June 18, 1934 (Public No. 393, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920, and Chap. 88, Laws of 1931."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of ninety-four thousand, three hundred sixty-six and 27/100 dollars ($94,366.27), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-four thousand, eight hundred sixty-six and 27/100 dollars ($94,866.27), the approved total estimated cost of Section C of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 30th day of December, 1935, and the Secretary of Agriculture on the 28th day of March, 1936.

OREGON STATE HIGHWAY COMMISSION

By Herman J. Cabell
Chairman, State Highway Commission

By E. B. Conrad
Member, State Highway Commission

By _____
Member, State Highway Commission.

Secretary of Agriculture,

By R. A. Boykin
Acting Chief, Bureau of Public Roads.

Section C,
Oregon U. S. Public Works Highway
Project No. NRM 38 (1935).

Form PH. 8 Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon U.S.Pub.Wks.Hwy. for the construction of a highway designated in the records of this Department as Project No. NRM 38-C, State of Oregon. (1935),

SECOND. That in accordance with said provisions I have approved the sum of $ 94,866.27 in lieu of the $90,008.30 approved by Certificate of June 22, 1935, as the total estimated cost of said project, and the sum of $ 94,366.27/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 28th day of March one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By [signature]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4000

RECEIVED
MAR 31 1936

38-e

#1716

March 4, 1938

AETNA CASUALTY & SURETY COMPANY
Bates, Lively & Pearson, Agents
Yeon Building,
Portland, Oregon

Gentlemen:

We have today received from the Secretary of State three notices of a claim by James B. Jones for $68.00 against Montag & Sons, contractors, for rental of equipment in connection with their contract with the State Highway Commission for the construction of a bridge over the Umatilla River, on the Old Oregon Trail in Umatilla County, near Pendleton---contract No. 1716.

This notice is being sent you as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MHL
Encl.
cc - Montag & Sons

March 4, 1936

Hon. Earl Snell
Secretary of State
B U I L D I N G

Dear Mr. Snell:

This will acknowledge receipt of your letter of March 2, enclosing three copies of claim by James B. Jones for $68.00 against Montag & Sons, contractors, for rental of equipment in connection with their contract with the State Highway Commission for the construction of a bridge over the Umatilla River, on the Old Oregon Trail in Umatilla County, Contract No. 1716. A copy will be sent to the contractor and his surety.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

March 2, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by James B. Jones for $68.00 against the bond taken from Montag & Sons, principal, and Aetna Casualty & Surety Company, surety, for work on the Old Oregon Trail in Umatilla County, contract No. 1716, which was filed in this office on February 21, 1936.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S FM
encs. 3

COPY

#1716

Portland, Oregon

February 18, 1936.

To Mr. Earl Snell,
Secretary of State,
Salem, Oregon

Notice is hereby given that the undersigned JAMES B. JONES has a claim for rental of equipment in the sum of $68.00, against the bond taken from C. J. Montag & Sons, General Contractors,as principal, and Aetna Casualty and Surety Company, as Surety, for the work of constructing bridge over the Umatilla River near Pendleton, on the Old Oregon Trail in Umatilla County, State Highway Contract No. 1716.

JAMES B. JONES

Endorsed: File # 2515
Filed, Feb. 21, 1936
Earl Snell,
Secretary of State.

#1716

C. J. MONTAG & SONS
GENERAL CONTRACTORS
201 COUCH BUILDING
PORTLAND, OREGON

1435 Johnson Avenue
Klamath Falls, Oregon
March 1, 1936

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

In reply to your letter of February 21st to the Aetna Casualty & Surety Company of Portland with reference to the claim of James B. Jones, 480 E. Salmon Street, Portland against our contract for the Umatilla River Bridge in Pendleton, Contract No. 1716, we wish to advise you at this time that we have had no dealings at any time with anyone by the name of James B. Jones of 480 E. Salmon Street, Portland and have had no contracts with him. We have bought nothing from him and do not know the man.

We presume that this claim has reference to a trailer that a man by the name of Alderman bought or rented from him. We let Mr. Alderman do some hauling on our Umatilla River Bridge job at Pendleton on a ton millage basis. At that time we acertained that he had a license to operate a truck and trailer in the State of Oregon and that he had the proper P U C plates as a contract hauler. We found these to be in order and we let him haul four loads of material at different times from Portland to Pendleton. During this time he was doing other hauling, such as hauling pipe to Ontario from Portland and lumber and other materials to different parts of the state using the above mentioned equipment.

We paid Mr. Alderman for the hauling he did for us and are not interested in anyway in the claim of this man Jones. As far as we are concerned or our bonding people on this contract, there cannot be any claim against us as we had no business dealings with this man and are not responsible for what other people buy or rent.

Very truly yours,

C. J. MONTAG & SONS

By-- C. J. Montag

CJM:JK
copy to
Bates, Lively & Pearson

NOTED
H. B. GLAISYER

38-C

#1716

February 21, 1936

Aetna Casualty and Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We are in receipt of a notice of claim by James B. Jones, 480 E. Salmon Street, Portland, against C. J. Montag & Sons, General Contractors, in the amount of $68, for rental of equipment in connection with their contract with the State Highway Commission for the construction of a bridge over the Umatilla River near Pendleton, on the Old Oregon Trail in Umatilla County, Contract No. 1716.

We are sending you this notice inasmuch as you are surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MBL

cc - C J Montag & Sons

February 21, 1956.

Mr. James B. Jones
480 E. Salmon Street
Portland, Oregon

Dear Sir:

We are in receipt of your notice of claim against C. J. Montag & Sons, General Contractors, for rental of equipment from you in the sum of $68.00 in connection with their contract with the State Highway Commission for the construction of a bridge over the Umatilla River near Pendleton, on the Old Oregon Trail in Umatilla County, otherwise known as Contract No. 1716.

The law requires that your notice be filed with the Secretary of State, in order to protect your claim. I am enclosing for your information and guidance a mimeographed copy of Chapter 280, Oregon Laws 1951, wherein the procedure is prescribed and an approximate form for the claim given.

Very truly yours,

Secretary

MBL

Encl.

Portland, Oregon,

February 18, 1936.

RECEIVED
FEB 21 1936
OREGON
STATE HIGHWAY COMMISSION

To OREGON STATE HIGHWAY COMMISSION.
Salem,
Oregon.

Notice is hereby given that the undersigned, James B. Jones, has a claim for rental of equipment in the sum of $68.00 against the bond taken from C. J. Montag & Sons, General Contractors, furnished by the Aetna Casualty and Surety Company, for the construction of a bridge over the Umatilla River near Pendleton, on the Old Oregon Trail in Umatilla County, your Contract No. 1716.

James B. Jones.

38-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

January 7, 1936.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon NRM 38-C (1935) State Hospital-Ash St. (Pendleton) Sec., Old Oregon Trail, Umatilla County, was made by a representative of this office on December 9, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield

L. J. Caufield
Highway Engineer

38-C

#1716

January 3, 1936

Hon. Earl Snell
Secretary of State
Building

Dear Sir:

This acknowledges receipt of your letter of January 2, enclosing three copies of a notice of claim made by Thews & Ryder, Pendleton, Oregon, against C. J. Montag & Son, highway contractors, for work done in the construction of a bridge over the Umatilla River near Pendleton, in connection with State Highway Contract No. 1716.

We are forwarding copy of the notice to the contractor and to the surety on the bond.

Very truly yours,

Secretary

MBL

January 5, 1938.

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Keon Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of notice of claim that has been filed in the office of the Secretary of State by Thews & Ryder, covering their claim for $2.35 against the bond taken from C. J. Montag & Son, for work on the bridge over the Umatilla River, near Pendleton, otherwise designated as State Highway Contract No. 1716.

This notice is being sent you inasmuch as you appear as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MEL

Encl.

cc - C. J. Montag & Son

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 2, 1936.

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. I. B. Chandler, Secretary

There are enclosed three copies of a letter from Thews & Ryder covering their claim for $2.45 against the bond taken from T. J. Montag & Son for work on a bridge in Prineville, which was filed in this office on November 4, 1935.

A copy of Section 47-1101, Oregon Code 1930, was forwarded to Thews & Ryder with our letter of acknowledgment, but to date we have not received an amended notice of claim.

Please acknowledge receipt of the copies.

Yours very truly,

Earle Snell

Secretary of State

CHH
Encs. 3

THEWS & RYDER

Tin Shop
Sheet Metal Works- Warm Air Heating and Ventilating

129 West Alta Street ——————Telephone 705
Pendleton, Oregon.

Nov. 2, 1935

Earl Snell,Sec. of State

Salem, Oregon.

Dear Sir:

We have an account against C. J. Montag & Son for work done in the Construction of the new highway bridge in Pendleton. We have not received payment,as yet. We were instructed to notify you if we did not received payment within one month after we had sent them our statement. We trust you will attend to the matter.

Yours T ruly,

Thews & Ryder

Albert Thews

129 West Alta

Pendleton, Ore.

****

Pendleton, Oregon, Nov.1 1935

M C. J. Montag & Son

Portland, Oregon

In Account With

THEWS & RYDER, Tin Shop.

Sheet Metal Work—Warm Air Heating and Ventilating

127 West Alta Street Telephone 705

June 8	Soldering pipe on suction pump	2.35
		2.35

Endorsed: File #2494
Filed Nov. 4 , 1935
Earl Snell
Secretary of State

FORM S-A-1 SM 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
December 21, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Ore.

Dear Sir:

This is to inform you that the State Hospital-Ash Street Section, Roadside Improvement, U.S. Public Works Project Number 38-C, was completed on Saturday, November 30, 1935.

Sincerely yours,

DAVID E. THOMPSON,
Resident Engineer.

DET/H

CC to
R. H. Baldock
H. G. Smith
S.H. Probert
George H. Otten

RUSSELLVILLE NURSERIES, INC.

LEWIS TREES *Living Gifts*

TREES that GROW

POST OFFICE BOX 5107

Phone TA.0204

PORTLAND, OREGON

East Burnside Street at 97th

OREGON STATE HIGHWAY COMMISSION
SALEM, OREG 9/4/35
Dear Sirs:--

Enclosed herewith our bid on Pendleton--State Hospital Ash Street Section, and also enclosed our Postal Order $55.00, surety fee.

Very truly,

RUSSELLVILLE NURSERIES INC

Per C B Lewis, Secty

DISCLAIMER — We exercise the greatest care in delivering first class, true to name nursery stock, and hold ourselves in readiness to replace same when proven otherwise. But at no time will we be held liable for an amount greater than the original price. All orders taken with understanding same shall be void should injury befall the stock from flood, drought, fire, frost or other causes beyond our control.

RUSSELLVILLE NURSERIES.

Address of bidder to which communications concerning this proposal should be sent.

RUSSELLVILLE NURSERIES

PO BX 5107, Portland, Oreg.

Dated SEPT 4th, 1935.

Signed RUSSELLVILLE NURSERIES INC

Per C B Lewis

By C B Lewis

Secty

(~~Owner, Partner, President~~ or Secretary)

Address of bidder to which communications concerning this proposal should be sent.

RUSSELLVILLE NURSERIES

PO BX 5107, Portland, Oreg.

PROPOSAL

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

The undersigned hereby declares, proposes and agrees:

1. That he has acquainted himself with the specifications and conditions under which the materials on which bids have been invited are to be submitted.

2. That he is prepared to furnish materials conforming fully with all specified requirements and to make delivery thereof as specified.

3. That he will compensate the State and the Federal Government for any extra expense suffered by reason of failure on his part to make deliveries, at date set by engineer, of the materials bid on or to comply in other respects with all specifications and stipulations.

4. That he will furnish and deliver in accordance with said specifications and stipulations all or any part of the materials bid on by him at the respective unit bid prices set out in the following schedule:

Item No.	Genus and Species	Description Size & Year	No. Tr. Yr. Tr.	Quantity	Unit Price	Amount
1	Acer dasycarpum	10'-12'	(2 T. 3 Yr.) 1933	9		

NOTE: Typical sample of descriptive information to be filled in by the bidder for each item similar to above as shown in parentheses; the abbreviated phrase means: "Twice (2 times) transplanted or root pruned in the nursery row, plant 3 yrs. old, last transplanting in nursery row being done in 1933." Or, for example: (1T.) would signify that the plant had been transplanted or root pruned in the nursery row once (one time).

1	Acer dasycarpum	10'-12'	1T 33	9	130	11.70
2	Acer platanoides	10'-12'	1T 33	28	130	36.40
3	Acer platanoides schwedleri	10'-12'	1T 33	6	130	7.80

Item No.	Genus and Species	Description Size & Year	No. Tr. Yr. Tr.	Quantity	Unit Price	Amount
4	Crataegus crusgalli	4'-5'		12		
5	Gleditsia triacanthos	6'-8'		23		
6	Juglans nigra	10'-12'	1 f '33	14	1.50	21.00. ✓
7	Morus alba tatarica	6'-8'	1 f '33	10	1.00	10.00. ✓
8	Populus balsamifera	10'-12'	2 f '33	10	1.00	10.00 ✓
9	Populus deltoides	10'-12'		11		
10	Populus tremuloides	8'-10'		21		
11	Quercus rubra	10'-12'	1 f '33	2	2.25	4.50 ✓
12	Rhus typhina	5'-6'	2 f '33	8	1.50	12.00 ✓
13	Robinia pseudoacacia	10'-12'	1 f '33	54	1.27	68.58. ✓
14	Abies concolor	3'-4' BB	2 f '33	2	2.50	5.00. ✓
15	Pinus monticola	3'-4' BB	2 f '33	9	2.50	22.50. ✓

Item No.	Genus and Species	Description Size & Year	No. Tr. Yr. Tr.	Quantity	Unit Price	Amount
27	Weigela rosea	3'-4'	2-1	8	50	4.00
28	Juniperus sabina	18"-24" SP	3-1	26	2.00	52.00
29	Juniperus chinensis pfitzeriana	12"-24" SP	2-1	86	1.50	129.00
30	Ampelopsis quinquefolia engelmanni	3 yr. #1		99		
31	Rosa setigera	2 yr. #1		314		
32	Rosa wichuraiana	2 yr. #1		139		
33	Hypericum calycinum	2 yr. Pot Grown		988		

WOOD'S GROWN STOCK
(Note: To be filled in by bidder)

Item No.	Genus and Species	Description Size	Where Found	Quantity	Unit Price	Amount
24	Symphoricarpus racemosus	3/4	Oregon, multn. County	78	49 cwt.	38.22

Item No.	Genus and Species	Description Size & Year	No. Tr. Yr. Tr.	Quantity	Unit Price	Amount
16	Berberis thunbergi	24"-30"	2-1 '33	9	.60	5.40
17	Cornus alba sibirica	3'-4'		49		
18	Elaeagnus angustifolia	4'-5'		71		
19	Forsythia intermedia spectabilis	3'-4'	2-1 '33	13	.60	7.80
20	Kolkwitzia amabilis	3'-4'	2-1 '33	115	.60	69.00
21	Lonicera fragrantissima	3'-4'		9		
22	Philadelphus coronarius	3'-4'	2-1 '33	18	.60	10.80
23	Rhus canadensis	3'-4'		22		
24	Symphoricarpos racemosus	3'-4'	Woods grown	78	.49 ~~.50~~	38.22
25	Spiraea vanhouttei	3'-4'	2-1 '34	43	.50	21.50
26	Viburnum cassinoides	3'-4'		9		

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRM 38-C (1935)

POST OFFICE BUILDING
PORTLAND, OREG.

Dec. 2, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, modified upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Form 39—18720—8M—1-35

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT FOR SURVEYS ONLY

Date ....., 193..

Job name ..... *Week from* ..... *to* .....

..... *Mail address* .....

Highway ..... *Telegraph or telephone address* .....

County ..... *Job Prefix* ..... *Express and freight address* .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Signed .....

Title .....

USE BACK IF ADDITIONAL SPACE IS REQUIRED

Day of Week	WEATHER CONDITIONS A. M.	P. M.
Sunday . . .		
Monday . . .		
Tuesday . . .		
Wednesday . .		
Thursday . .		
Friday . . .		
Saturday . .		

INSTRUCTIONS

This form is required to be submitted by all Locating Resident Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage [redacted] to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

FORM S-21-1 2500 500 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

November 16, 1935.

IN REPLY PLEASE
REFER TO FILE No.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

As requested by you in your letter of November 13, I am submitting herewith a 50 foot scale map tracing showing changes through the State Hospital grounds at Pendleton by reason of the highway relocation through the hospital property. I have gone over the matter carefully with Dr. W. D. McNary and pointed out to him the exact location of the ornamental fence when moved to its new position. The fence from Station 1351 eastward has already been moved.

Although it is my opinion that Dr. McNary will offer no further objections to the change east of Station 1351, I widh to point out the following features in the event that the Board of Control questions this right of way:

In the first instance, the hospital lawn has encroached upon the original 60 foot highway right of way through the entire distance of the hospital grounds to the extent of approximately 10 feet on each side. On that portion east of Station 1351, we used a small portion of the hospital lawn as shaded on the map, but in no place did this portion exceed or get outside the original 60 foot right of way, except that portion that cut through the grounds east of Station 1359. The State Hospital has gained considerable portion of new lawn between Station 1351 and 1358 and all that portion north of the newly located fence has been

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

filled in and sodded in connection with the landscaping work performed by Mr. Thompson. It is intended that additional landscaping be performed next year on that portion from Station 1351 west.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM S-A-1 SM 5-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. SLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 15, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
La Grande, Oregon

Dear Sir:

In order to present the matter of right of way through the State Hospital Grounds at Pendleton to the Board of Control at its meeting November 20th, it is advisable to have a large sketch of the exact location of the lawns in front of the Doctors Headquarters, together with the minimum amount of lawn which we must remove for highway construction. I presume that the fence can be left in much the same relative position from the highway center line as at present and that we will not need to set the fence back to the full right of way line.

I would like to have this may by Monday at least.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-A-1 SM 5-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

30-1110

OREGON STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

November 5, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. John F. Hisley
State Highway Department
Pendleton, Oregon

Dear Sir:

I am sending you under separate cover forms to be used in connection with the State force job, so that we can get credit with the Federal Government for their man hours.

These men are to be worked not to exceed 48 hours a week or 8 hours in any one day, and are to be paid forty-five cents per hour. Inasmuch as this work should be finished before you get too hard a freeze, you had better work them the maximum number of hours.

Your time and Bramblett's can continue to be charged to 30-1110. You have a letter by now which tells you that the taking up and laying of the sod can also be charged to 30-1110. Labor and truck hire for making the fill will be charged to 30-1905. You had better check this last number with Dean Swift.

In case you have any more questions on this procedure, write in for it, and I will get it for you.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

David E. Thompson
Resident Engineer

DET:AR

cc to: R. H. Baldock

38 C

October 20, 1933

Mr. S. H. Probert

Office

Dear Sir:

Please turn over the check for $1,500 paid the State Highway Commission by the Oregon-Washington Railroad & Navigation Company as the amount of its share of the rights of way in the city of Pendleton.

Very truly yours,

State Highway Engineer

RHB:HI

1000 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. H. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

October 25, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
O f f i c e .

Dear Sir:

I inclose herewith Union Pacific Company voucher No. 103299 in the amount of $1,500 to cover reimbursement for the amount of money the State paid in the acquisition of a portion of Lot 27, Hazel's Addition to the City of Pendleton in connection with the rearrangement of the highway past the hospital grounds.

This represents the amount which the railroad company agreed to contribute toward the right of way.

Yours very truly,

J. H. DeVERS

JHD:PW
Inc.

38 C

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the State Hospital-Ash Street Section, Project No. NRM 38-C (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NPH 38-C (1935)

STATE HOSPITAL-ASH STREET SECTION IN
RELOCATION ON THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for modified agreement.)

Salem, Oregon, October 3, 1935

Roadwork (Contract Prices)

All Required		Clearing and Grubbing		$ 1,000.00
70	cu. yds.	Trench Excavation	$ 1.50	105.00
8,500	cu. yds.	Common Excavation	0.26	2,210.00
300	cu. yds.	Solid Rock Excavation	0.85	255.00
37,000	cu. yds.	Gravel Embankment in Place	0.26	9,620.00
38,000	yd. sta.	Overhaul	0.02	760.00
300	yd. mi.	Truck Haul	0.20	60.00
1.8	miles	Finishing Roadbed and Slopes	150.00	270.00
1,800	lin. ft.	Rounding Cutbanks	0.15	270.00
2,400	sq. yds.	Removal of Old Pavement	0.50	1,200.00
170	lin. ft.	18" Concrete Pipe	2.60	442.00
1,100	cu. yds.	Crushed Rock Surfacing	1.70	1,870.00
600	cu. yds.	Crushed Rock Shoulders	1.70	1,020.00
150	cu. yds.	Rock Base for Footpaths	2.00	300.00
200	cu. yds.	Filler	0.50	100.00
400	yd. mi.	Hauling Filler	0.20	80.00
150	M-Gals.	Sprinkling	1.50	225.00
1,600	cu. yds.	Mineral Aggregate in Place	3.20	5,120.00
75	tons	Asphalt in Place	35.00	2,625.00
18	tons	No. 3 Road Oil in Place	35.00	630.00
14	tons	Cutback or Emulsified Asphalt in Seal Coat	40.00	560.00
All Required		Reestablishment of C.W.R.R. & N. Tracts		6,000.00
				$34,722.00

Malheur Creek Bridge (Contract Prices)

235	cu. yds.	Excavation	$ 1.00	$ 235.00
20	cu. yds.	Excavation below plans	1.25	25.00
135	cu. yds.	Class "A" Concrete	18.50	2,497.50
26	cu. yds.	Class "D" Concrete	20.00	520.00
23,000	lbs.	Metal Reinforcement	0.0625	1,437.50
68	lin. ft.	Concrete Handrail	4.50	306.00
				$ 5,021.00
		Sub-total, Roadway		$39,743.00
		10% Engr. & Cont.		3,974.30
		Total, Roadway		$43,717.30

UMATILLA RIVER BRIDGE (Contract prices)

1,000	cu. yds.	Excavation	$ 5.00	$ 5,000.00
100	cu. yds.	Excavation below plans	4.00	400.00
400	cu. yds.	Class "A" Concrete	18.00	7,200.00
860	cu. yds.	Class "D" Concrete	20.00	17,200.00
184,000	lbs.	Metal Reinforcement	0.055	10,120.00
720	lin. ft.	Concrete Handrail	3.00	2,160.00
			Subtotal, Bridge	$ 42,080.00
			10% Engr. & Cont.	4,208.00
			Total, Bridge	$ 46,288.00

Length of Roadway	0.937 mile
" " Umatilla River Bridge	0.067 "
Total Length	1.004 "
Cost per mile, Roadway	$46,656.67

ROADSIDE IMPROVEMENT

CONTRACT ITEMS - PURCHASE OF PLANT MATERIALS (Furnished and Delivered)

Items

	Quantity	Unit Price	Amount
Abies concolor (3'-4') (BB)	2	$2.00	$ 4.00
Pinus ponticola (3'-4') (BB)	9	2.50	22.50
Average size evergreen trees (3'-8')	11	$2.409	$ 26.50
Acer dasycarpum (1½"-1-3/4")	9	$0.65	$ 5.85
Acer platanoides (1½"-1-3/4")	28	0.85	23.80
Acer platanoides schwedleri (1½"-1-3/4")	6	1.25	7.50
Juglans nigra (1½"-1-3/4")	14	1.50	21.00
Populus balsamifera (1½"-1-3/4")	10	0.75	7.50
Populus tremuloides (1"-1¼")	21	3.25	68.25
Quercus rubra (1½"-1¼")	2	1.25	2.50
Robinia pseudoacacia (1½"-1-3/4")	54	0.75	40.50
Average (1"-2") size shade trees	144	$1.228	$ 176.90
Crataegus crusgalli (5/8"-7/8")	12	$1.65	$ 19.80
Gleditsia triacanthos (3/4"-1")	29	1.35	41.05
Morus alba tatarica (3/4"-1")	10	0.70	7.00
Rhus typhina (5/8"-3/4")	8	0.35	2.80
Small (To 8') size shade trees	53	$1.069	$ 56.65

Shrubs

	Quantity	Unit Price	Amount
Juniperus chinensis pfitzeriana (18"-24" spread) (BB)	86	$1.00	$ 86.00
Juniperus sabina (18"-24" spread)(BB)	26	0.85	22.10
Small (To 24") size evergreen shrubs	112	$0.965	$ 108.10
Berberis thunbergi (24"-30")	9	$0.20	$ 1.80
Cornus alba sibirica (3'-4')	49	0.20	9.80
Elaeagnus angustifolia (4'-5')	71	0.25	17.75
Forsythia intermedia spectabilis (3'-4')	13	0.25	3.25
Kolkwitzia amabilis (3'-4')	115	0.35	40.25
Lonicera fragrantissima (3'-4')	9	0.20	1.80
Philadelphus coronarius (3'-4')	18	0.25	4.50
Rhus cenadensis (3'-4')	22	0.25	5.50
Spiraea vanhouttei (3'-4')	43	0.25	10.75
Symphoricarpos racemosus (3'-4')	78	0.25	19.50
Viburnum cassinoides (3'-4')	9	0.30	2.70
Weigela rosea (3'-4')	8	0.30	2.40
Average (2'-6') size deciduous shrubs	444	$0.270	$ 120.00

Ground Cover

Ampelopsis quinquefolia engelmanni (3 yr. #1)	99	$0.20	$ 19.80
Hypericum calycinum (2 yr. Pot Grown)	968	0.09	88.92
Rosa setigera (2 yr. #1)	314	0.35	109.90
Rosa wichuraiana (2 yr. #1)	139	0.30	41.70
Vines (Including climbing roses)	1,540	$0.169	$ 260.72
Melilotus alba (Biennial white clover seed)	60#	$0.55	$ 33.00
Lathyrus latifolius (Perennial) (Pea seed)	40#	2.00	80.00
Perennials (seed)	100#	$1.13	$ 113.00
Subtotal, contract purchase participating items			$ 866.47

FORCE ACCOUNT (Installation of Plant Materials)

Installation of Trees

Average (3'-8') size evergreens (BB)	11	$3.56	$ 39.16
Average (1"-2") size shade trees	155	3.86	598.30
Small (To 8') size shade trees	53	3.71	196.63

Installation of Shrubs

	Quantity	Unit Price	Amount
Small (To 24") size evergreen shrubs	112	$1.45	$ 162.40
Average (2'-6') size deciduous shrubs	444	1.48	657.12

Installation of Ground Cover

Vines (Including Climbing Roses)	1,532	$0.67	$1,026.44
Perennials (White clover and perennial pea seed)	100#	0.05	5.00

Subtotal, installation of plant materials $ 2,[illegible].05

OTHER ITEMS (In Place Complete)

Participating Items

Seeding	460 sq. yds.	$0.16	$ 73.60
Sodding	460 sq. yds.	0.35	161.00
Rough Grading	200 cu. yds.	0.50	100.00
Soil Improvement	100 cu. yds.	0.50	50.00
Special Construction (Rubble Retaining Walls)	5 cu. yds.	7.00	35.00

Subtotal, Other items (participating) $ 41[illegible].60

Non-participating Items

Barbed Wire Ornamental Fence (State Capital) All Required $ 500.00

Subtotal, Other items (non-participating) $ 500.00

Total (Not including Engr. & Cont.)	$ 4,471.12
Less non-participating costs	500.00
Subtotal, Participating Items	$ 3,971.12
10% Engr. & Cont.	397.11
Total, Participating Items	$ 4,[illegible]
Total Cost, Non-participating Items	5[illegible].00
Total Cost, All Work	$ 4,[illegible]

Length	0.[illegible]7 mile
Cost per mile	$5,[illegible].54

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRA Funds	State Funds
Roadwork	$43,717.30	$43,717.30	$ - -
Landscaping	4,768.23	4,268.23	500.00
Bridge	46,288.00	46,288.00	- -
	$94,773.53	$94,773.53	$500.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931

State Funds for Maintenance: Chap. 81, Laws 1927; Chap. 88, Laws 1931

cc A. H. ARLOCK

SUMMARY ANALYSIS SHEET
SHOWING CLASSIFICATION OF PLANT MATERIAL AND THE
COST DISTRIBUTION OF THE CLASSES OF WORK FOR
ROADSIDE IMPROVEMENT PROJECT NO. NHM 38-C

October 3, 1935

Item No.	Classes of Plant Material	Size Ht/cal Unit	Participating: Contract Material	Participating: Force Acct. Installed	Non-participating: Furnished Material	Non-participating: Installed and Other	Quantity	Unit Cost	Total In Place Complete
	TREE TYPES:								
	Evergreens								
	Average size (B-B)	3'-8'	26.50	39.16			11	5.96	65.66
	Shade Trees								
	Average size	1"-2"	176.90	598.30			144	5.38	775.20
	Small size	To 8'	56.65	196.63			53	4.77	253.28
	SHRUB TYPES:								
	Evergreens								
	Small size	To 24"	108.10	162.40			112	2.41	270.50
	Deciduous Shrubs								
	Average size	2'-6'	120.00	657.12			444	1.75	777.12
	GROUND COVER TYPES								
	Lawn (Dwarf Trees)								
	Vines (Incl. Cl.Roses)		260.32	1,026.44			1,540	0.83	1,286.76
	Perennials (Seed)	lbs.	113.00	5.00			100%		118.00
	Net cost of planting only								
	OTHER ITEMS (In Place Complete)								
	Seeding	sq. yds.		73.60					3,546.52
	Sodding	sq.yds.		161.00			460	0.16	73.60
	Rough Grading	cu. yds.		130.00			460	0.35	161.00
	Soil Improvement	cu. yds.		50.00			200	0.50	100.00
	Special Construction	cu. yds.		35.00			100	0.50	50.00
	Replace Ornamental Fence	lineal ft.			300.00	200.00	5	7.00	35.00
	Sub-total Other Items		419.60	300.00	200.00				
	TOTAL (cost incl. E. and C.								919.60
	SUB-TOTAL - Participating Items								4,471.12
	Plus 10 Per cent Engineering and Contingencies								3,971.12
	TOTAL - Participating Items								397.11
	GRAND TOTAL.....(Length 0.937 miles at $5,195.50 Average Cost per Mile)								4,368.23
									$4,868.23

cc R. H. Baldock

FORM S-M-1 23306 500 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 25, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

OCT 28 1935

Attention Mr. H. G. Smith

Dear Sir:

You recently approved an order for state force work to cover the reconstruction of concrete ornamental fence and steps on South side through the State Hospital grounds at Pendleton.

This work has now been completed and Dr. McNary insists that the fence on the north side of the highway be reconstructed in order that it will conform to the new alinement of the highway. The fence on the north side was not disturbed, but the alinement of the highway was changed to the extent that the fence in its present position does not present a very harmonious appearance. The grade line was raised approximately one foot and this leaves the fence at an elevation considerably below the roadway grade and Dr. McNary requests that the fence be raised to fit the reconstructed fence on the south side.

I have gone over the matter carefully with Dr. McNary and I believe his request is within reason and it is my recommendation that we reconstruct the fence on the north side to leave the entire hospital grounds in a nice appearing condition.

I am enclosing herewith an order for state force work on the north side of the highway. Inasmuch as one of M. Stephenson's crews is now at Pendleton, I will appreciate early approval of the order so that we may proceed with the work at this time.

Very truly yours,

NOTED

W. C. WILLIAMS
Division engineer

WCW:MA
enc.

cc R. H. Baldock

38-C

#1708

October 24, 1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1708 for the construction of the State Hospital-Ash Street Unit, Pendleton Section of the Old Oregon Trail in Umatilla County has been completed by the contractors, E. H. Itschner and E. L. Higdon, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 2, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $27,429.41 including the final payment. Of this amount $25.81 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1716

38-e

October 24, 1935.

Mr. James B. Jones
900 S. E. Salmon Street
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 23, concerning the C. J. Montag and Sons Contract near Pendleton.

You are advised that this is our Contract No. 1716, which was for the construction of a bridge over the Umatilla River near Pendleton, on the Old Oregon Trail in Umatilla County.

This Contract was completed on August 31 and was accepted by the Highway Commission on October 16, 1935.

The bond in connection with the Contract was furnished by the Aetna Casualty and Surety Company, for whom Bates, Lively and Pearson, who have offices in the Yeon Building, Portland, are resident agents.

Mr. Montag's headquarters address is Couch Building, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

HEAVY HAULING, HOISTING AND LOADING
WINCH TRUCKS AND SHOVEL TRAILERS

1085 S.E.
420 East Salmon Street
Portland, Oregon

Office: EAst 8018
Res. EAst 0011

JAMES B. JONES

OCT 24 1935
OREGON

Portland Oregon

October 23-1935.

State Highway Commission,

Salem Oregon.

Dear Sir.

I want to file a claim against the job done by C.H. Montag at or near Pendleton.

Can you give me Mr.Montags address and name of bonding Co. on that job.

Yours truly,

James B. Jones.

FORM S-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 21, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Rusellville Nurseries, Inc.,
Montavilla Post Office,
Portland, Oregon.

Gentlemen:

This is to inform you that it has been necessary to reject some of the plant materials furnished by you for the State Hospital-Ash St. Section Roadside Improvement work because they did not meet specifications.

Five of the nine Pinus Monticola Trees were rejected. One was rejected because of a broken ball, and four because the trees were scraggly, were not well formed or well foliated, and had the tops broken out of them. All of the Juglaus Nigra were rejected because the root systems were poorly furnished and did not show evidence of having been transplanted in 1933 as shown on your bid sheet.

Kindly furnish these plamst in Pendleton in accordance with specifications within the next ten days.

Sincerely yours,

DAVID E. THOMPSON,
Resident Engineer.

DET/H

CC to
R.H. Baldock
H. B. Glaisyer
Geo. E. Otten

#1716

October 5, 1935.

Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agent
Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1716, for the construction of the Bridge over Umatilla River near Pendleton on the Old Oregon Trail in Umatilla County, has been completed by the contractors, C. J. Montag & Sons, Couch Building, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after October 15, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $39,971.68, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-M-1 22344 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

38 C

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 2 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. G. Smith

Dear Sir:

I am enclosing herewith itemized estimate of cost for reconstruction of the ornamental fence, steps and light posts in the State Hospital grounds, Pendleton. I am not certain just what kind of order you wish to have prepared, whether state force or minor betterment, and, therefore, would appreciate it if the landscape engineer would prepare the order, using the estimates of cost as submitted herewith.

Due to the fact that the old fence was mostly on a curve and where not on a curve, on a different angle than the new fence, the old posts will not fit. Furthermore, approximately half of the old posts were badly chipped during their removal. It will, therefore, be necessary to cast all the posts. If we do not use new posts and make a nice appearing job, I am certain that Dr. McNary will not be satisfied, nor, for that matter, the Board of Control.

Some of H. Stephenson's men can do this work as soon as authorization is furnished to us, if you so desire.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
cc H. Stephenson
cc R. H. Baldock

B-A-1 21945 2M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

September 30, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Dean Swift,
Resident Engineer,
Pendleton, Ore.

Dear Sirs

We were unable to locate the mass diagram in the final data sent in on the State Hospital-Ash St. Section, and your letter of transmittal does not indicate that one was sent in. Will you please submit final mass diagram for this project. It would be appreciated if this was sent in at the earliest possible moment in order that the checking of the plans will not be held up.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock
W. C. Williams.

#1731

September 18, 1935

Mr. H. B. Glaisyer

O f f i c e

Dear Sir:

Contract No. 1731 with W. W. Mc Farland for the construction of bridge No. 2111 over Nelson Creek near Pendleton was completed August 6th. Will you please secure acceptance of this project by the commission and permission to pay final voucher.

Very truly yours,

C. B. McCullough.
Bridge Engineer

By W. A. Reeves

W. A. Reeves.
Office Engineer.

DGL:CM

RE[illegible]

McFarland

DATE Sep 26, 1935

Secretary

38 C

#1731

September 16, 1935.

United States Fidelity & Guaranty Co.
Mr. C. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1731 for the construction of a bridge over Nelson Creek near Pendleton on the Pendleton Cold Springs Highway in Umatilla County has been completed by the contractor, W. W. McFarland, and that final settlement will be made by the State to the said contractor for work done under the said contract on or after September 26.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claim should there be any.

This notification is being served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $5,411.89 including the final payment. Of this amount $473.89 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

Form 888—6M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

34C

For Week Ending Sept.7,1935, 193....

Section State Hospital - Ash Street

Kind of work Grad. Surf. Bit.Macadam

Highway Old Oregon Trail

Section prefix 30-1108

Contractor Itschner and Rigdon

Contract number 1708

Date of contract Feb.9,1935, 193....

Date of completion Sept.15,1935, 193....

Date work started Mar.1,1935, 193....

Estimated date of completion Sept.10,1935, 193....

Amount of contract . . . . . $ 28722.00

Per cent of time elapsed 95 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 27722.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 2050.00, 7.4 %

Date project was completed ....., 193....

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The second seal was placed on the bit. macadam on Tuesday of this week. The contractors spent the remainder of the week finishing shoulders and cleaning up. They are starting to tear down the old concrete building on the right of way near station 1680, today and will start removing the bunkers Monday. This job should all be cleaned up by Wed. of next week.

- 1935

Signed Dean Swift

Address Pendleton, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.8	1.3		1.3	
Miles partially completed	00	00		00	
Miles completed	1.8	1.3		1.3	
Total estimated quantities	48000	1100		1600	
Estimated quantities moved or placed to date	48000	1100		1600	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				2	
Hours per shift				5	
Average force on project for week				30	

Percentages of men employed on contract to be secured from:

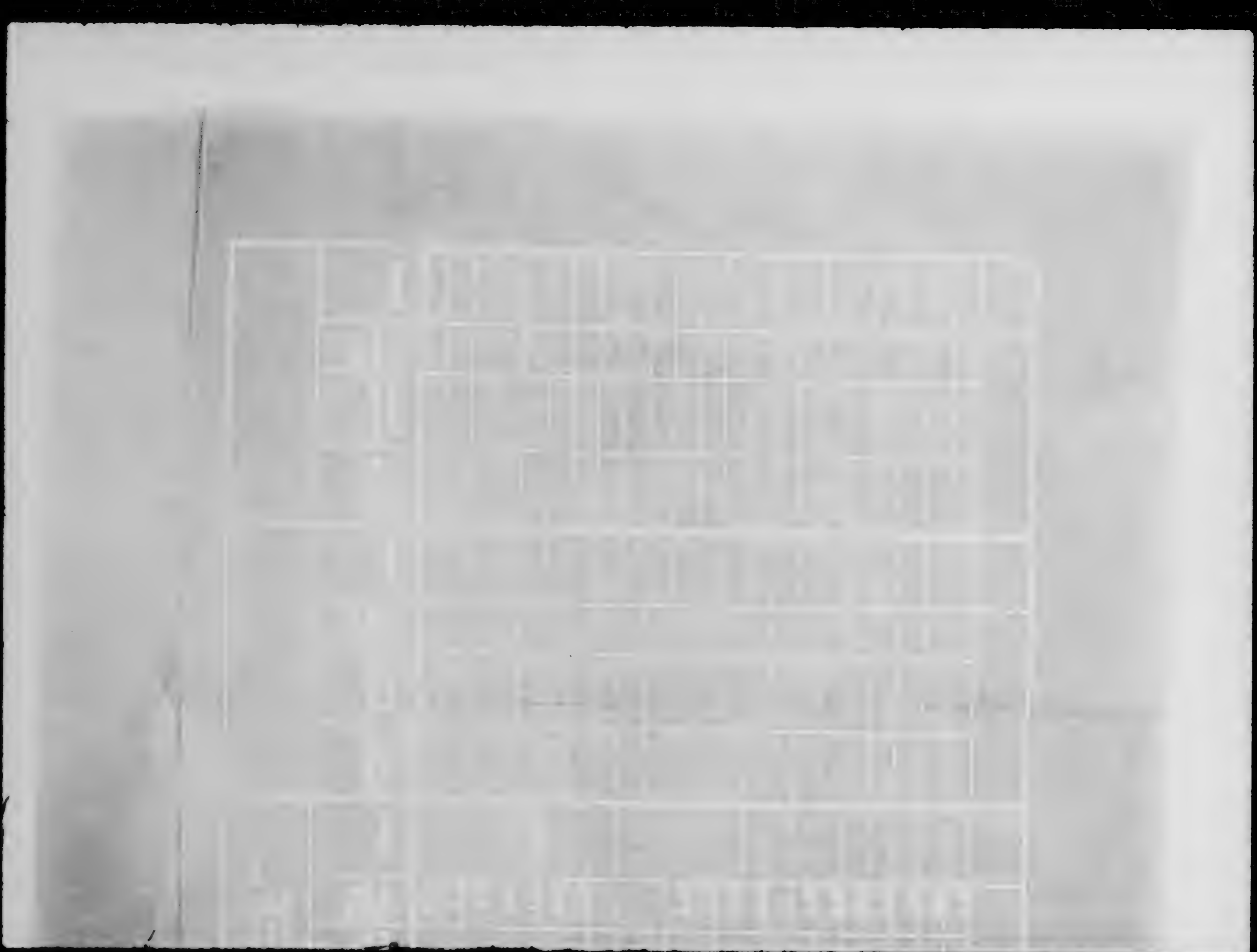
..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	U.S. Employ COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	24					6	30
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Warm		
Tuesday	"		
Wednesday	"		
Thursday			
Friday			
Saturday			



| | | |

38 C

September 5, 1935.

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Attention: Fred C. Reed

Gentlemen:

Receipt is acknowledged of your letter of August 30, concerning the E. H. Itschner & L. L. Rigdon contract No. 1708, for the State Hospital, Ash Street Unit in Umatilla County.

According to our records, the total amount retained on August 10 was $2110.00, and the earned estimate to that date was $4050.00. The total amount earned to August 10 on this contract was $18,541.91.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

BATES, LIVELY & PEARSON

INSURANCE GENERAL AGENTS

YEON BUILDING

PORTLAND, OREGON

August 30, 1935.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Contract No. 1708 - E. H. Itschner and E. L. Rigdon

We have a statement dated August 28th, 1935 from the above contractors in which they advise that retained percentage under the above contract as of August 10th is approximately $2100, earned estimate to August 10th was $4050.00 and work performed from August 10th to August 28th, approximately $3500.

We would appreciate your verification of these items.

Very truly yours,

BATES, LIVELY & PEARSON

By Fred C. Reed

FCR/J

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works Highway project NRM 38-C (1935), the State Hospital-Ash Street section in Pendleton, Old Oregon Trail, have today been recommended for approval. This is your authority for advertising for bids. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

This project is shown on the NRH program dated August 15, 1935. It will be necessary at some future date to revise this program, showing this project on the NRM program.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

38-C

August 20, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for landscaping work on the State Hospital-Ash Street Section in Pendleton, Project No. NRM 38-C (1935).

Five sets of blueprint plans, five bid proposals and five copies of planting specifications are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 38-C (1935)

STATE HOSPITAL-ASH STREET SECTION IN

PENDLETON ON THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany landscaping plans and specifications. Not as basis for modified agreement.)

(Estimate on hand for modified agreement.)

Salem, Oregon, August 20, 1935

Roadwork (Contract prices)

All Required		Clearing and Grubbing		$ 1,000.00
70	cu. yds.	Trench Excavation	$ 1.50	105.00
8,500	cu. yds.	Common Excavation	0.26	2,210.00
300	cu. yds.	Solid Rock Excavation	0.85	255.00
37,000	cu. yds.	Gravel Embankment in Place	0.26	9,620.00
38,000	yd. sta.	Overhaul	0.02	760.00
300	yd. mi.	Truck Haul	0.20	60.00
1.8	miles	Finishing Roadbed and Slopes	150.00	270.00
1,800	lin. ft.	Rounding Cutbanks	0.15	270.00
2,400	sq. yds.	Removal of Old Pavement	0.50	1,200.00
170	lin. ft.	18" Concrete Pipe	2.60	442.00
1,100	cu. yds.	Crushed Rock Surfacing	1.70	1,870.00
600	cu. yds.	Crushed Rock Shoulders	1.70	1,020.00
150	cu. yds.	Rock Base for Footpaths	2.00	300.00
200	cu. yds.	Filler	0.50	100.00
400	yd. mi.	Hauling Filler	0.20	80.00
150	M-Gals.	Sprinkling	1.50	225.00
1,600	cu. yds.	Mineral Aggregate in Place	3.20	5,120.00
75	tons	Asphalt in Place	35.00	2,625.00
18	tons	No. 3 Road Oil in Place	35.00	630.00
14	tons	Cutback or Emulsified Asphalt in Seal Coat	40.00	560.00
All Required		Reestablishment of O.W.R.R. & N. Tracks		6,000.00
				$ 34,720.00

Nelson Creek Bridge

235	cu. yds.	Excavation	$ 1.00	$ 235.00
20	cu. yds.	Excavation below plans	1.25	25.00
135	cu. yds.	Class "A" Concrete	18.50	2,497.50
26	cu. yds.	Class "D" Concrete	20.00	520.00
23,000	lbs.	Metal Reinforcement	0.0625	1,437.50
68	lin. ft.	Concrete Handrail	4.50	306.00
				$ 5,021.00

Sub-total, Roadway	$ 39,743.00
10% Engr. & Cont.	3,974.30
Total, Roadway	$ 43,717.30

UMATILLA RIVER BRIDGE (Contract prices)

1,000	cu. yds.	Excavation	$ 5.00	$ 5,000.00
100	cu. yds.	Excavation below plane	4.00	400.00
400	cu. yds.	Class "A" Concrete	18.00	7,200.00
860	cu. yds.	Class "D" Concrete	20.00	17,200.00
184,000	lbs.	Metal Reinforcement	0.055	10,120.00
720	lin. ft.	Concrete Handrail	3.00	2,160.00
			Subtotal, Bridge	$ 42,080.00
			10% Engr. & Cont.	4,208.00
			Total, Bridge	$ 46,288.00

Length of Roadway	0.937 mile
" " Umatilla River Bridge	0.067 "
Total Length	1.004 "
Cost per mile, Roadway	$ 46,656.67

ROADSIDE IMPROVEMENT (Estimated Prices)

CONTRACT ITEMS - PURCHASE OF PLANT MATERIALS (Furnished and Delivered)

Trees

	Quantity	Unit Price	Amount
Abies concolor (3'-4') (BB)	2	$2.00	$ 4.00
Pinus monticola (3'-4') (BB)	9	2.00	18.00
Average size evergreen trees (3'-8')	11	$2.00	$ 22.00
Acer dasycarpum (1½"-1¾")	9	$1.00	$ 9.00
Acer platanoides (1½"-1¾")	28	1.10	30.80
Acer platanoides Schwedleri (1½"-1¾")	6	1.25	7.50
Juglans nigra (1½"-1¾")	14	1.00	14.00
Populus balsamifera (1½"-1¾")	10	0.60	6.00
Populus deltoides (1½"-1¾")	11	0.60	6.60
Populus tremuloides (1"-1½")	21	1.00	21.00
Quercus rubra (1½"-1¾")	2	1.00	2.00
Robinia pseudoacacia (1½"-1¾")	54	0.90	48.60
Average (1"-2") size shade trees	155	$0.938	$ 145.50
Crataegus crusgalli (5/8"-7/8")	12	$0.90	$ 10.80
Gleditsia triacanthos (¾"-1")	23	1.00	23.00
Morus alba tatarica (¾"-1")	10	0.70	7.00
Rhus typhina (5/8"-¾")	8	0.60	4.80
Small (To 8') size shade trees	53	$0.86	$ 45.60

Shrubs

	Quantity	Unit Price	Amount		
Juniperus chinensis pfitzeriana (18"–24" spread) (BB)	86	$1.25	$ 107.50	1.40	120.40
Juniperus sabina (18"–24" spread)(BB)	26	1.25	32.50	.85	22.10
Small (To 24") size evergreen shrubs	112	$1.25	$ 140.00	0.965	108.10
Berberis thunbergi (24"–30")	9	$0.40	$ 3.60	2.00	18.00
Cornus alba sibirica (3'–4')	49	0.40	19.60	1.80	88.20
Elaegnus angustifolia (4'–5')	71	0.45	31.95	2.50	177.50
Forsythia intermedia spectabilis (3'–4')	13	0.40	5.20	2.25	29.25
Kolkwitzia amabilis (3'–4')	115	0.60	69.00	2.25	258.75
Lonicera fragrantissima (3'–4)	9	0.50	4.50	2.00	18.00
Philadelphus coronarius (3'–4')	18	0.40	7.20	2.50	45.00
Rhus canadensis (3'–4')	22	0.40	8.80	2.50	55.00
Spiraea vanhouttei (3'–4')	43	0.40	17.20	2.25	107.75
Symphoricarpos racemosus (3'–4')	78	0.35	27.30	2.50	195.00
Viburnum cassinoides (3'–4')	9	0.65	5.85	3.00	27.00
Weigela rosea (3'–4')	8	0.45	3.60	3.00	24.00
Average (2'–6') size deciduous shrubs	444	$0.459	$ 203.80	.270	119.88

Ground Cover

Ampelopsis quinquefolia engelmanni (3 yr. #2)	91	$0.25	$ 22.75	2.00	182.00
Hypericum calycinum (2 yr. Pot Grown)	988	0.125	123.50	.09	88.92
Rosa setigera (2 yr. #1)	314	0.30	94.20	.30	109.90
Rosa wichuraiana (2 yr. #1)	139	0.30	41.70	.30	41.70
	1540				
Vines (Including climbing roses)	~~1,532~~	$0.184	$ 282.15	.169	260.30
Melilotus alba (Biennial white clover seed)	60#	$0.55	$ 33.00		
Lathyrus latifolius (Perennial (Pea seed)	40#	2.00	80.00		
Perennials (seed)	100#	$1.13	$ 113.00		

Subtotal, contract purchase participating items $ ~~952.03~~ 566.47

FORCE ACCOUNT (Installation of Plant Materials)

Installation of Trees

Average (3'–8') size evergreens (BB)	11	$3.56	$ 39.16
Average (1"–2") size shade trees	155	3.86	598.30
Small (To 8') size shade trees	53	3.71	196.63

Installation of Shrubs

	Quantity	Unit Price	Amount
Small (To 24") size evergreen shrubs	112	$1.45	$ 162.40
Average (2'-6') size deciduous shrubs	444	1.48	657.12

Installation of Ground Cover

Vines (Including Climbing Roses)	1,532	$0.67	$1,026.44
Perennials (White clover and perennial pea seed)	100#	0.05	5.00

Subtotal, installation of plant materials $ 2,685.05

OTHER ITEMS (In Place Complete)

Participating Items

Seeding	460 sq. yds.	$0.16	$ 73.60
Sodding	460 sq. yds.	0.35	161.00
Rough Grading	200 cu. yds.	0.50	100.00
Soil Improvement	100 cu. yds.	0.50	50.00
Special Construction (Rubble Retaining Walls)	5 cu. yds.	7.00	35.00

Subtotal, Other items (participating) $ 419.60

Non-participating Items

Replace Ornamental Fence (State Hospital) AL. Required $ 500.00

Subtotal, Other items (non-participating) $ 500.00

Total (Not including Engr. & Cont.)	$	4,356.70
Less non-participating costs		500.00
Subtotal, Participating Items	$	4,856.70
10% Engr. & Cont.		485.67
Total, Participating Items	$	4,462.37
Total Cost, Non-participating Items		500.00
Total Cost, All Work	$	4,962.37

Length 0.957 miles
Cost per mile $ 5,296.00

SUMMARY OF WORK AS PLANNED

Item	Total Cost	FERA Funds	State Funds
Roadwork	$ 43,717.30	$ 43,717.30	$ --
Landscaping	~~4,962.37~~ 4,468.37	~~4,962.37~~ 4,468.37	500.00
Bridge	46,288.00	46,288.00	--
	$ 94,967.67	$ ~~94,467.67~~	$ 500.00
	94873.53	94,873.53	

Total Funds for [illegible] Chap 88, Laws 1931

" " " maint. Chap 41, Laws 1931. Chap 88, Laws 1931

August 20, 1936.

SUMMARY ANALYSIS SHEET (Supplement Form P-17)
SHOWING TYPICAL CLASSIFICATION OF PLANT MATERIAL AND THE
COST DISTRIBUTION OF THE CLASSES OF WORK FOR
ROADSIDE IMPROVEMENT PROJECT NO. HRM 20-C

(1) Item No.	(2) Classes of Plant Material	(3) Size Ht/cal Unit	(4) Participating: Contract Material	(5) Participating: Force Acct. Installed	(6) Non-participating: Furnished Material	(7) Non-participating: Installed and Other	(8) Quantity	(9) Unit Cost	(10) Total In Place Complete
	TREE TYPES:								
	Evergreens								
	Average size (B-3)	3'-6'	$ 23.00	$ 39.16			11	$5.56	$ 61.16
	Shade Trees								
	Average size	1"-2"	145.50	590.30			155	4.79	745.00
	Small size	To 8'	45.60	196.63			55	4.57	242.23
	SHRUB TYPES:								
	Evergreens								
	Small size	To 24"	140.00	162.40			112	2.70	302.40
	Deciduous Shrubs								
	Average size	2'-6'	285.80	657.12			444	1.989	860.92
	GROUND COVER TYPES								
	Low (Dwarf Types)								
	Vines (Incl. Cl.Roses)		282.15	1,026.44			1,532	0.854	1,308.59
	Perennials (Seed)	lbs.	113.00	5.00			100		118.00
	(Net cost of)								
	TOTALS (planting only)								3,637.10
	OTHER ITEMS (In Place Complete)								
	Sodding	sq. yds.		73.60			460	0.16	73.60
	Seeding	sq. yds.		161.00			460	0.35	161.00
	Rough Grading	cu. yds.		100.00			200	0.50	100.00
	Soil Improvement	cu. yds.		50.00			100	0.50	50.00
	Special Construction	cu. yds.		35.00			5	7.00	35.00
	Replace Ornamental Fence	lung ms.			300.00	200.00			919.60
	Sub-total Other Items			419.60	300.00	200.00			
	TOTAL (not Incl. E. and C.							4471.12	
	SUB-TOTAL - Participating Items							397.12	
	Use 10 Per cent Engineering and Contingencies							397.11	405.67
	TOTAL - Participating Items							4368.23	
	GRAND TOTAL.... (Length 0.937 miles at $5,000.00 Average Cost per Mile)							4868.23	

5195.50

38-e

August 10, 1935

Mr. C. B. McCullough
Office

NOTED
... Highway Engineer

Dear Sir:

Mr. Baldock would like to know what has been done about installing lights on the Umatilla River Bridge at the west approach of the Old Oregon Trail into Pendleton. You will recall that the Commission had this matter under discussion at the June 25 meeting. A copy of the minute entry is attached hereto for your information.

Very truly yours,

HBG:OC

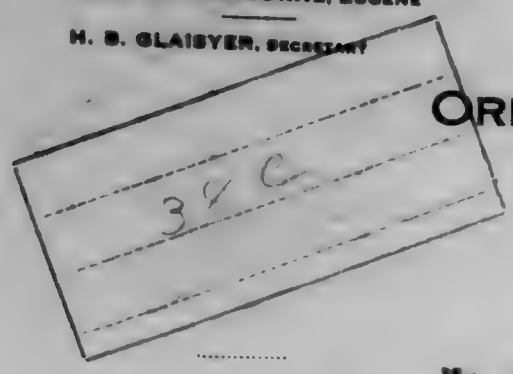
Secretary

FORM S-M-1 28544 800 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM



OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

August 2, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

NOTED
State Highway Engineer

Dear Sir:

I was talking with Mr. Aldrich yesterday and he expressed displeasure over nonstarting of landscaping work on the State Hospital-Ash Street Section.

Inasmuch as all grading work is completed on this section, I would suggest that Mr. Thompson make an effort to get this work under way as soon as possible. Dr. McNary, I believe, has complained to Mr. Aldrich, which is probably his reason for expression of his displeasure.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

38 C
C&R to 52a

July 30, 1935

Mr. C. Cyrus Bishop, Agent
Aetna-izer
319 Yeon Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of July 29 regarding C. J. Montag and Sons' contracts for the construction of the Umatilla River bridge, Umatilla County, and the Chehalem Creek bridge, Yamhill County.

Investigation of the records shows the following regarding the Umatilla bridge, contract No. 1716:

Retained percentage as of July 10th - $3,156.00.
Due to contractor for work performed during the month ending July 15th — $10,194.30.
Total amount of estimates paid up to July 10 — $21,363.20.

The records show the following concerning the Chehalem Creek bridge, contract No. 1718:

Retained percentage as of July 10th - $3,273.02.
Due to contractor for work performed during the month ending July 15th -- $9,213.00.
Total amount of estimates paid up to July 10 — $27,543.25.

Very truly yours,

HBG:OC

Secretary

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT
MORGAN B BRAINARD, PRESIDENT.

Ætna-Izer
G. CYRUS BISHOP
Aims to Please
319 YEON BLDG. BE. 7381
RES. GARFIELD 4461

PORTLAND, ORE.,

July 29, 1935.

State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer

10,194.30

Gentlemen:

Re:C. J. Montag & Sons

Mr. Montag has stated that as of July 10, 1935 he had a retained percentage of $3,156.00 and current earned estimate of $12,500.00 upon his contract for the construction of a bridge over the Umatilla River. Estimates paid to date were $21,363.00.
.70

Upon the contract for the construction of a bridge over Chehalem Creek in Yamhill County he stated that the retained percentage was $3,273.02, the current earned estimates were $9,203.23 and estimates paid to date $27,549.25.
3 9,203.00

Will you please verify these amounts as to your records and inform us if they are correct?

Thank you,

G. Cyrus Bishop

GCB:H

G. Cyrus Bishop

Yes
Please check these figures
for me now

H. B. Meiyer:

Heretofore [illegible]

ontag & Sons contracts:

No. 1716 - Bridge over Umatilla River [illegible] -

Total [illegible] -

Paid to [illegible] -

Retained [illegible]

Last [illegible] for [illegible]

34,713.50
10,194.30
24,519.20
3,156
21,363.20

No. 1718 - Bridge over Chehalem Creek near N[illegible]berg - [illegible] -

Total amount earned - $40,03[illegible].97

Paid to date - $36,762.8[illegible]

retained percentage - $3,9[illegible].0[illegible]

Last est. No. [illegible] for work performed to date [illegible] - $[illegible],[illegible]17.0[illegible]

36,762.23
9,213.00
27,549.23

FORM S-M-1 20039 900 3-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, PENDLETON
B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 12, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

I am enclosing herewith a price agreement in the amount of $80, covering backfilling of bridge ends on the Umatilla Bridge crossing of the State Hospital-Ash Street Section. This work was requested by the Bridge Department and is outside of the work covered in the contract of Itschner & Midgon. Inasmuch as most of this material must be placed by hand under the bridge ends, I do not consider the price of 75¢ per cubic yard out of line.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

enc.
cc R. H. Baldock
C. B. McCullough

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. NRM 38-C (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

July 10, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

A-1. 25688

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. [illegible] (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—8518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 6th day of June, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 383, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 21st day of December, 19 33, revised project statement, which was approved by the Secretary on the 8th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 16th day of January, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ninety thousand, five and 30/100

dollars ($90,005.30) as the share of the United States payable under said act on account of Section C of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

6—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1352+00, a point in the NE 1/4 of Section 9, T. 2 N., R 32 E, W. M., and survey station 1406+04 at the intersection of Court and Ash Streets, all in the City of Pendleton,

, length 1.004 miles, in Umatilla County, being Section C of Oregon U. S. Pub. Wks. Hwy. project No. NRM 36(1935), consisting of 0.937 of a miles of roadway and 1 bridges, each of more than 20 feet clear span, 0.067 of a mile in length. known locally as the State Hospital-Ash Street section of the Old Oregon Trail in Pendleton, an official control point.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 16, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 2 of said project shall not in any event exceed the sum of ninety thousand, five and 50/100 dollars ($ 90,005.50), certified to the Secretary of the Treasury as above mentioned, which [redacted] is the approved total estimated cost of Section 2 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 88, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of June, 1931

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Coldwell

Member, State Highway Commission
(Title of officer)

By Carl Washburne

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____

Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. ERM 38-C (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $20,005.30 as the total estimated cost of said project, and the sum of $0,005.30 as the share of the United States, payable under said acts on account of such project, which is said total estimated cost.

Done at the city of Washington, this 22d day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

38 C

JULY 8, 1925

Mr. C. L. McCullough,

Office.

Dear Sir:

The State Highway Commission had under consideration, at its last meeting, request from the city of Pendleton for the installation of conduit and fixtures for lighting the new bridge on the Old Oregon Trail at the west approach to Pendleton.

The Commission decided to assume the expense of installing conduit for such installation provided the city will purchase and erect the fixtures; will maintain the lights and furnish electricity to operate. In other words, the Commission approved the same kind of installation as has been previously approved in other places. The entire matter is to be covered by an agreement.

This is your authority to proceed with the installation of conduits.

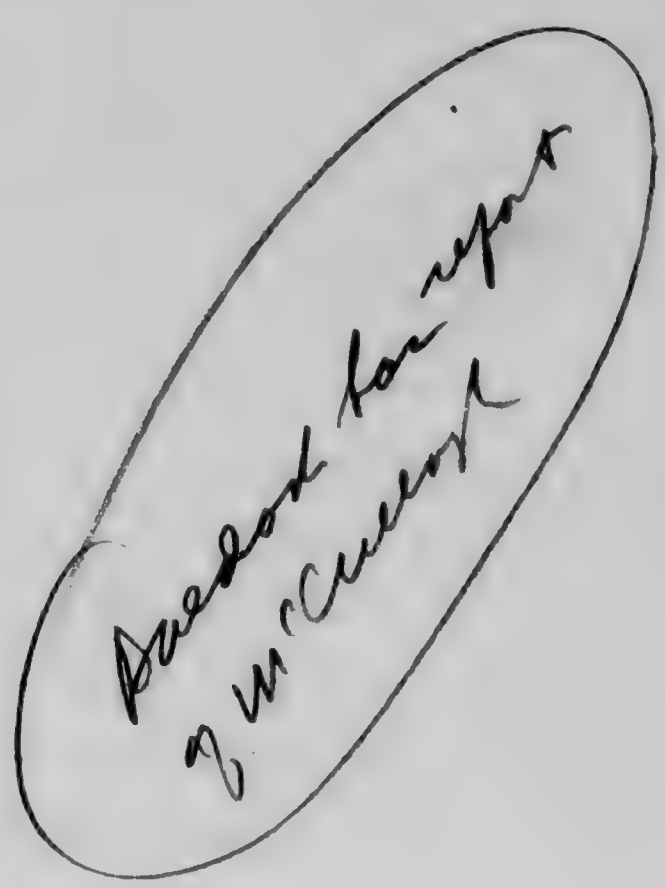
Yours very truly,

STATE HIGHWAY ENGINEER

HHG:LI

letter from [illegible] Foundation re
lights on, [illegible] at present opposite
(at top of mast)

Engineer report there
remedy [illegible] must cut — to pay out
and use as work -



June 27, 1935

Mr. Charles E. Burnett
City Recorder
Pendleton, Oregon

Dear Sir:

Pardon my forgetfulness in speaking to the engineer about the installation of the conduits on the west approach bridge. However, I have arranged for them to be installed.

Mr. Stephenson of our department will call on you shortly and discuss the matter of installing lights. It has been the past policy of the Commission to require the city to install the fixtures and pay for the lights if they are placed on a bridge.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. C. B. McCullough

June 24, 1935.

Mr. R. H. Baldock

I am returning letter addressed to you by Charles E. Burnett, City Recorder for the City of Pendleton.

It is too late to place conduits in the concrete curb but we will arrange to install a conduit run on the outside of the concrete at such point as is concealed from view to the maximum possible degree.

There is only one system of lighting which can be employed on this structure, this being a large globe at each of the four corner entrance posts, as indicated in red pencil on the attached drawing.

We will arrange immediately to have the conduits installed with outlets at the top of each of these posts.

I would suggest that this matter be made the subject of an agreement between the City of Pendleton and the state whereby the city agrees:

1. To pay the cost of the fixtures and light globes in the first instance, said fixtures and light globes to be selected by the state. This last is important as we would want a type of fixture which will harmonize with the architectural treatment of the posts.

2. To maintain said light globes and fixtures subsequent to installation.

3. To furnish the necessary electrical energy for lighting said lights, without cost to the state.

As stated hereinabove, we will proceed to install the conduit runs but will do nothing further in regard to fixtures, etc., until hearing from you.

C. B. McCullough

CBM:AP
Attached

cc G. S. Paxson

ON THE TRANSCONTINENTAL AIR LINE

HOME OF THE ROUND-UP

PENDLETON OREGON

CITY OF PENDLETON

CITY OFFICIALS

C. A. MOLL - - - - Mayor
CHARLES E. BURNETT - Recorder
GEORGE R. LEWIS - City Attorney
H. W. DICKSON - - - Treasurer
DR. I. U. TEMPLE, City Health Officer
C. E. LEMONS - - Chief of Police
WM. BATCHELOR - - Fire Chief
ALFA A. PETERS, Street Commissioner
PETER BELLOMO - - - Sexton

COUNCILMEN

ROY BUCHANAN
J. DE WILDE
GEORGE FERGUSON
PAUL KAIP
J. A. MONESE
E. C. OLSEN
JOE STOVER
J. K. THOMPSON

OFFICE OF
Recorder

June 21,1935.

Mr. R. H. Baldock,
Oregon State Highway Engineer,
Salem,Oregon.

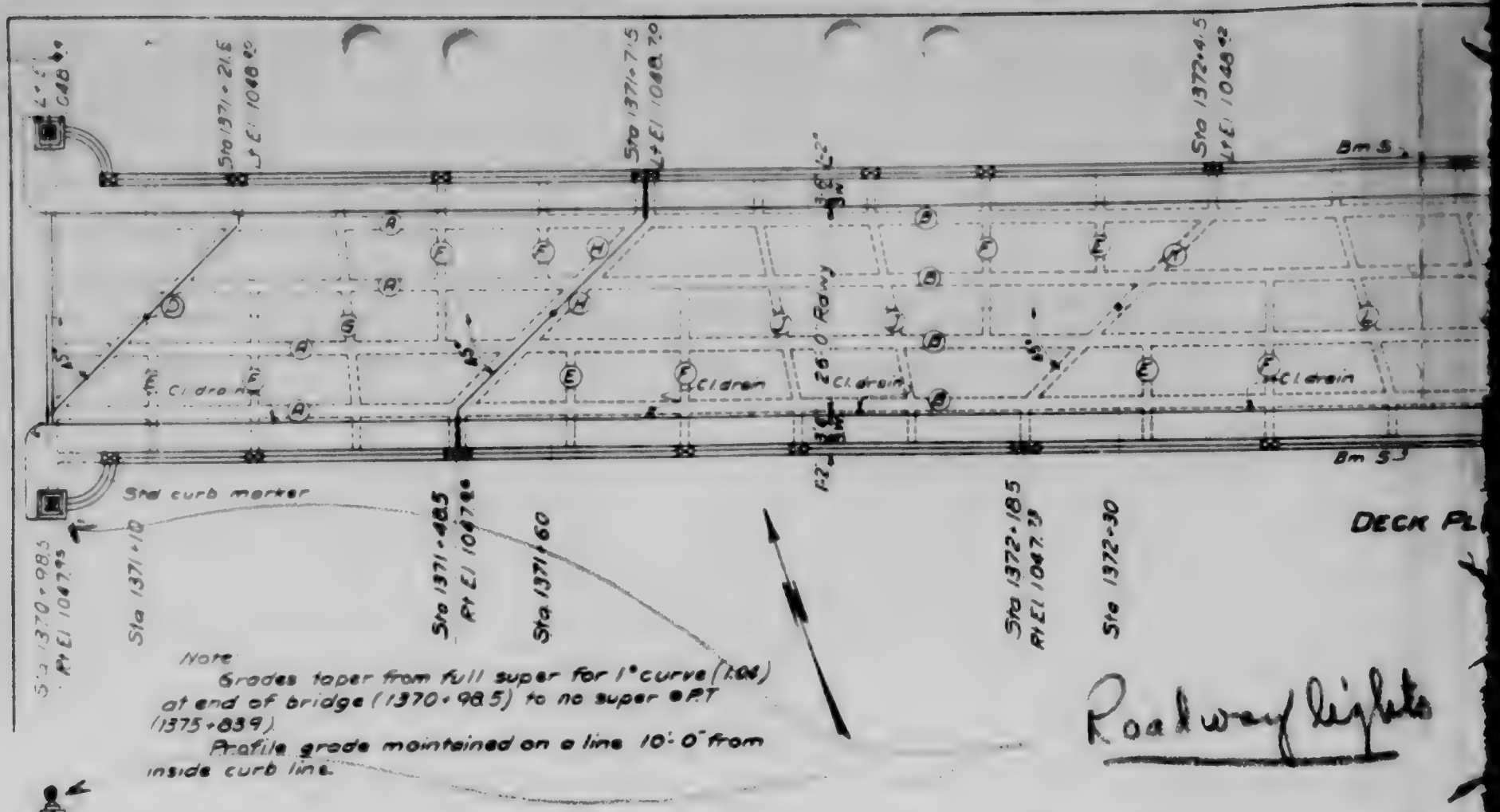
Dear Sir:-

You will recall that a few months ago when you were in Pendleton on the last approach matter that our Councilman J.K.Thompson talked with you about cable for lights on the new West approach bridge and gave you the size etc. He states that you advised him that you thought there would be no question about proper cable being laid to accomodate lights on the bridge. He now states that he saw the contractor just to-day as he noticed that there is no cable being laid and that the contractor said that he was not so instructed as he understood that the Highway Commission took the matter up with the City,as the City would have to provide the actual lights,and that the City stated it could not so provide. As far as our records show this City has never been asked to provide the lights and could never therefore have refused such light standards. We do trust that this matter will be properly adjusted before it has gone too far as the bridge without lights will be a menace to traffic.

Thanking you for the courtesy of your attention and awaiting your good word,we are,

Very truly yours,

The City of Pendleton,
By Charles E. Burnett, City Recorder.



ELEVATION
Scale 1" = 1'-0"

GENERAL NOTES:

All concrete shall be class "A" mix, except that above top of pier caps which shall be class "D" mix - f_c = 800 #/" - and handrail which shall be as shown on Dwg No 4210.

All exposed corners shall have ¾" bevel unless noted or shown otherwise.

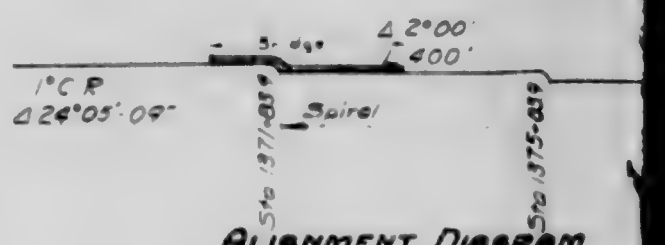
All reinforcing steel shall be deformed bars, intermediate grade placed 2" clear from nearest face of concrete, except where noted or shown otherwise. - f_s = 18000 #/".

Footing elevations may be varied at the discretion of the engineer in order to secure suitable foundation.

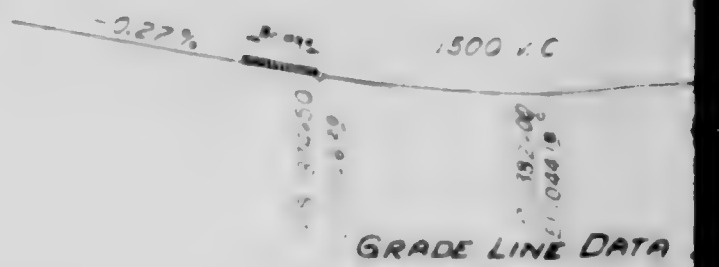
Shear keys shall be used at all construction joints between beams and slab.

No forms supporting beam in any span shall be removed until all beams and slabs in all spans have been poured at least 28 days.

All materials and workmanship shall conform to the specifications for the bridges of the Oregon State Highway Commission.



ALIGNMENT DIAGRAM



GRADE LINE DATA

Sta 1373-31.5
Ahd El 1048.08

Sta 1374-01.5
Ahd El 1042.27

Std curb marker

Bm 5

C.I. drain

C.I. drain

C.I. drain

C.I. drain

Bm 5-3

DECK PLAN

Sta 1373-08.5
Ahd El 1047.58

Sta 1373-20

Sta 1373-78.5
Ahd El 1047.98

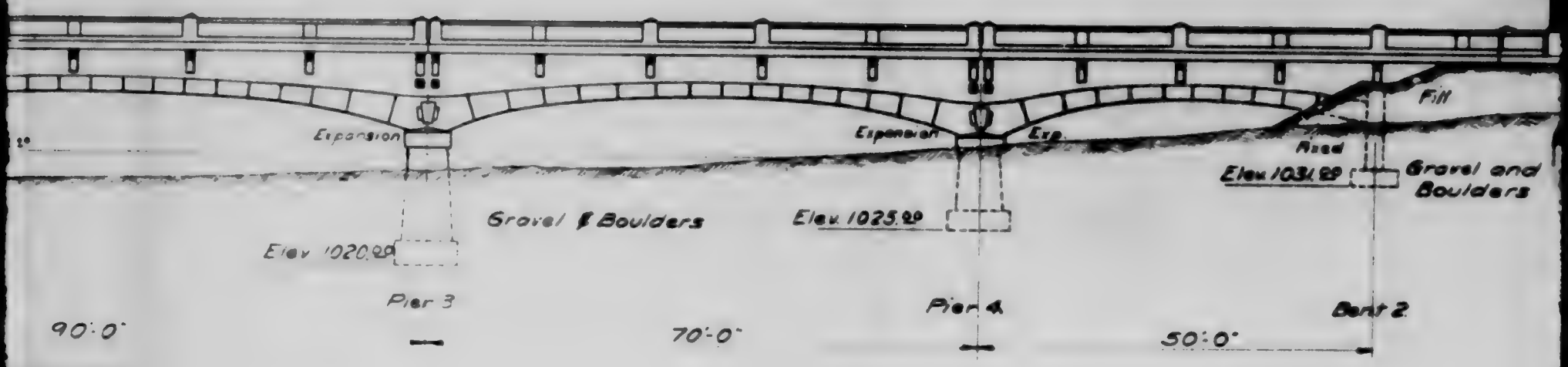
Sta 1373-90

To Pendleton

Sta 1374-28
Ahd El 1042.88

Sta 1374-40

Sta 1374-



ELEVATION

Scale 1" = 1'-0"

S 30° 29' E

Sta 375-09

DIAGRAM

LINE DATA

Approved

Bridge Engineer

State Highway Engineer

OREGON
STATE HIGHWAY COMMISSION

UMATILLA RIVER BRIDGE

OVER

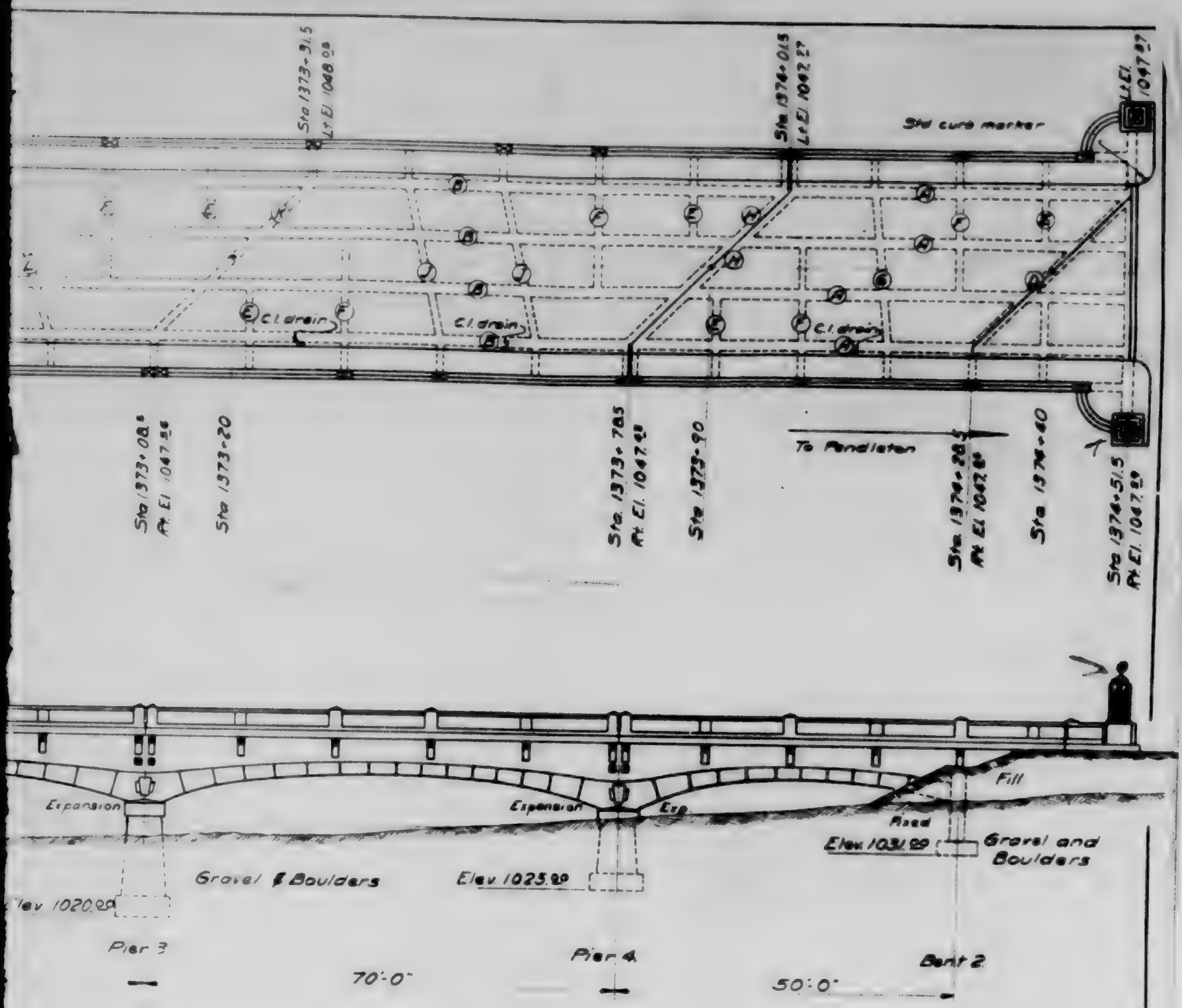
UMATILLA RIVER - UMATILLA CO.

ON

OLD OREGON TRAIL HIGHWAY

PLAN AND ELEVATION

SCALE AS NOTED | DRAWN BY M.A.L. | SHEET 1 OF 7.
FEB. 5, 1935. | TRACED BY C.H.R. | BRIDGE NO. 2117.
CALC. BK NO. 152. | CHECKED BY | DRAWING NO 5454
ACCOMPANIED BY DWGS 5455-6-7-8-9 & 4210.



Approved

Bridge Engineer

State Highway Engineer

OREGON
STATE HIGHWAY COMMISSION

UMATILLA RIVER BRIDGE

OVER

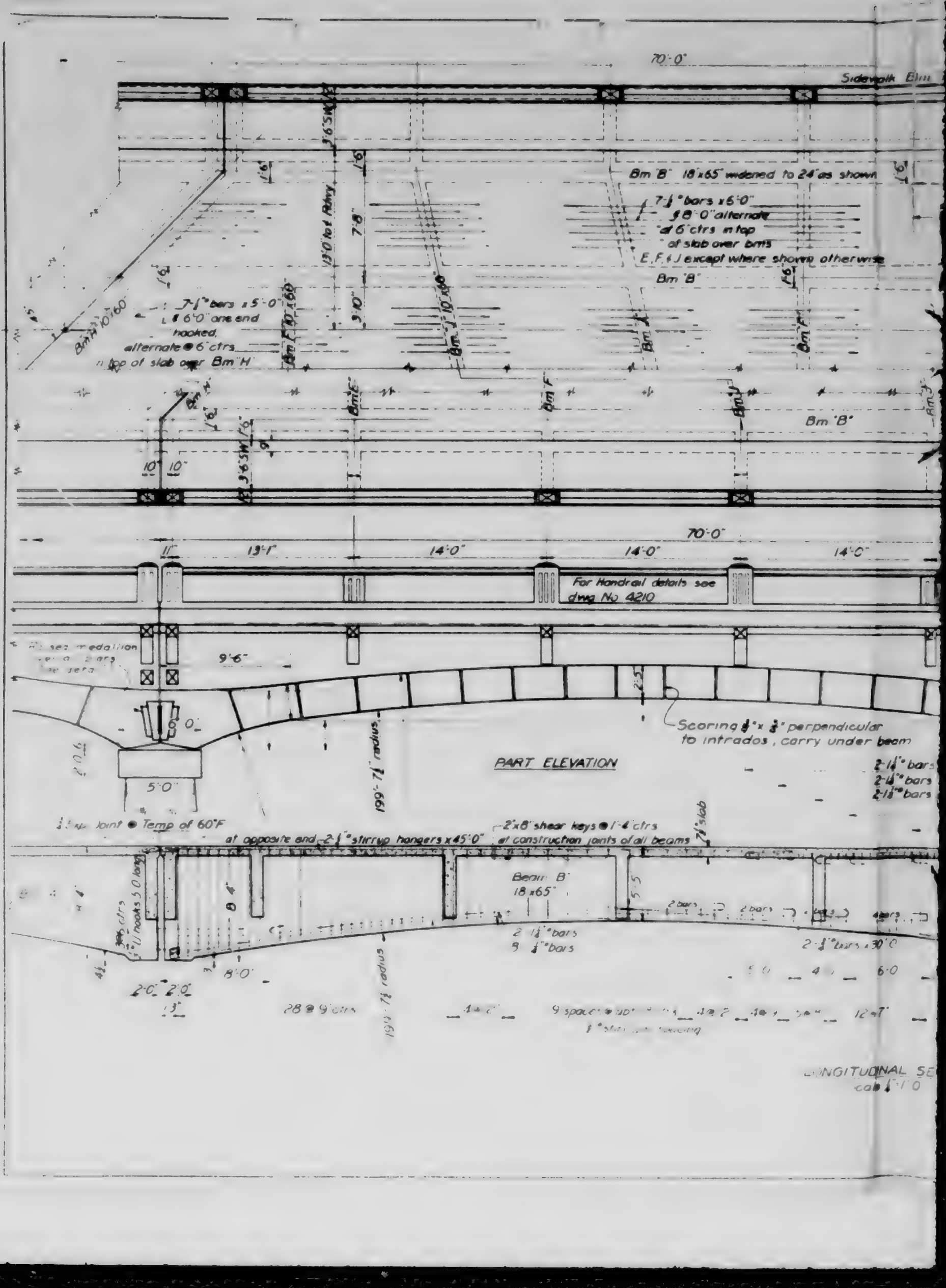
UMATILLA RIVER - UMATILLA CO.

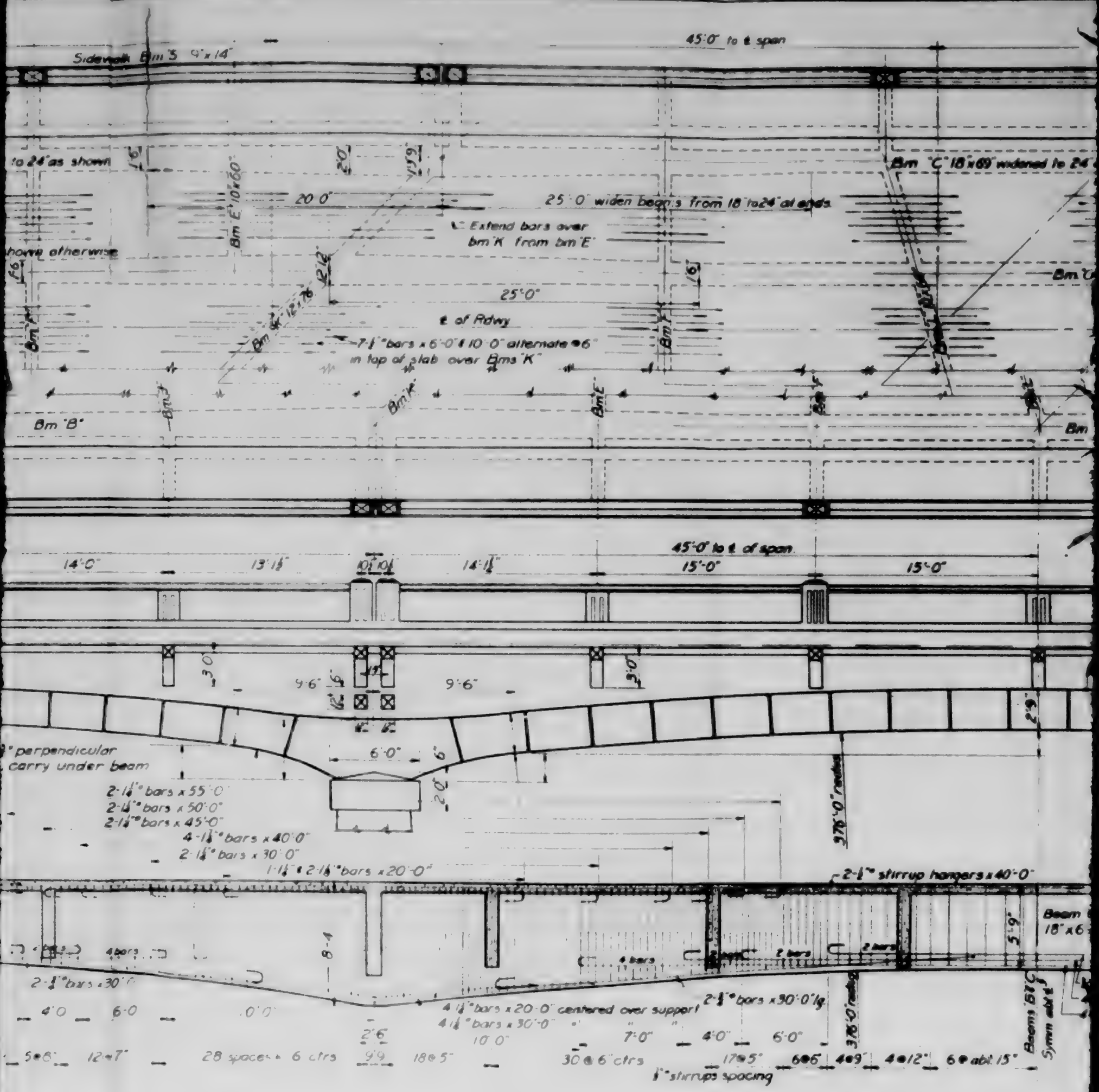
ON

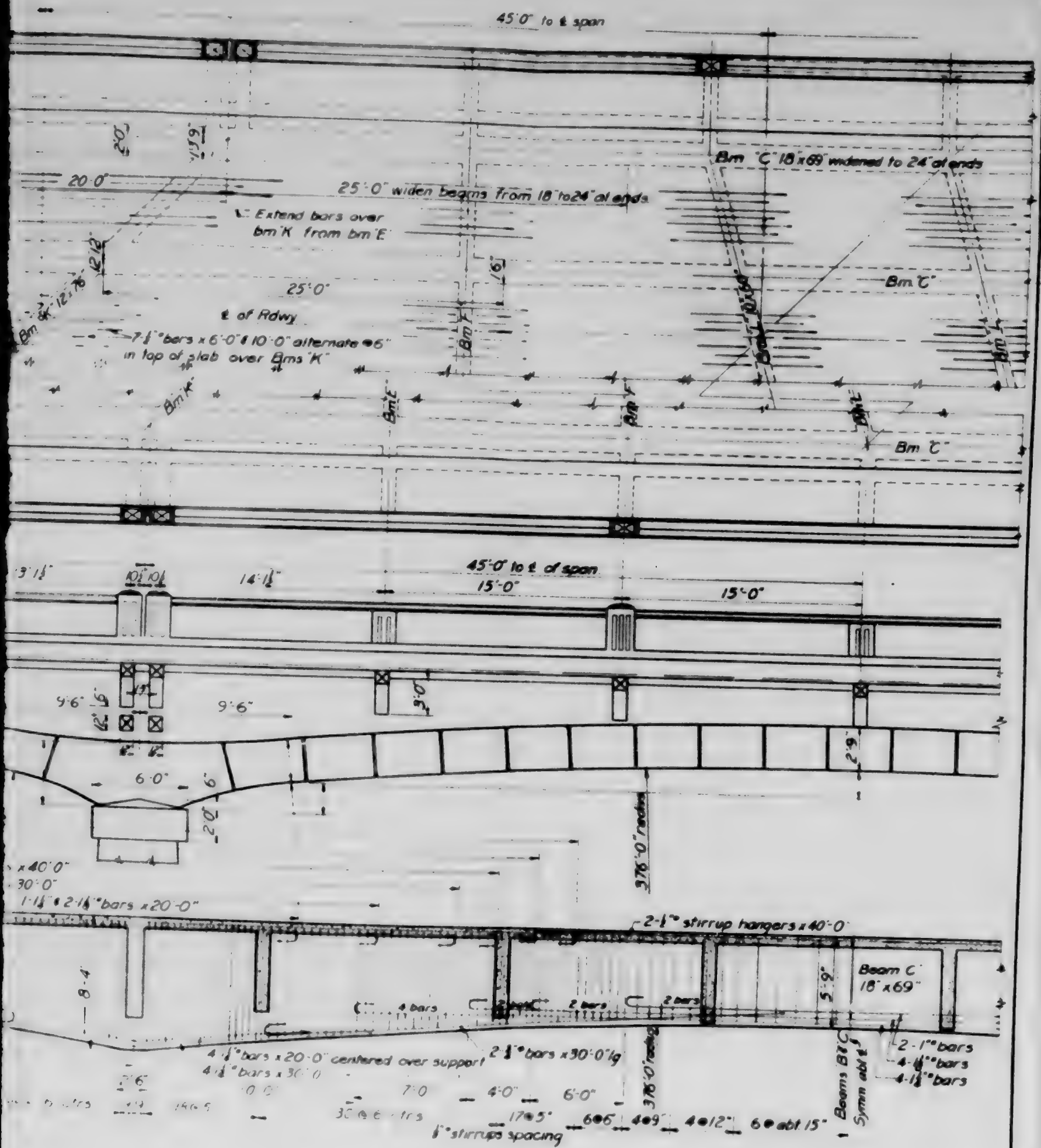
OLD OREGON TRAIL HIGHWAY

PLAN AND ELEVATION

SCALE AS NOTED | DRAWN BY M.A.L. | SHEET 1 OF 7
FEB. 5, 1935. | TRACED BY C.H.R. | BRIDGE NO. 2117.
CALC BK NO. 132. | CHECKED BY | DRAWING NO 5454
ACCOMPANIED BY DWGS 5455-6-7-8-9 & 4210.


70'-0"
Sidewalk Elm
Bm 'B' 18'x65" widened to 24" as shown
7-1" bars x 6'-0"
@ 8'-0" alternate
at 6" ctrs in top
of slab over bms
E, F & J except where shown otherwise
Bm 'B'
7-1" bars x 5'-0"
L @ 6'-0" one end
hooked,
alternate @ 6" ctrs
in top of slab over Bm 'H'
Bm 'B'
70'-0"
11"
13'-1"
14'-0"
14'-0"
14'-0"
For Handrail details see
dwg No 4210
9'-6"
6'-0"
5'-0"
PART ELEVATION
Scoring 1/2" x 1/2" perpendicular
to intrados, carry under beam
2-1 1/4" bars
2-1 1/4" bars
2-1 1/8" bars
2'x8" shear keys @ 1'-4" ctrs
at construction joints of all beams
at opposite end 2-1" stirrup hangers x 45'-0"
7 1/2" slab
Beam 'B'
18 x 65"
2 1/4" bars
9 1" bars
2-1" bars x 30'-0
28 @ 9" ctrs
199'-7 1/2" radius
LONGITUDINAL SE


Sidewalk Bm 'S' 9"x14"
45'-0" to ℄ span
to 24" as shown
Bm 'E' 10"x60"
20'-0"
25'-0" widen beams from 18" to 24" at ends
℄ Extend bars over bm 'K' from bm 'E'
shown otherwise
Bm 'C' 18"x69" widened to 24"
25'-0"
℄ of Rdwy
7-⅞" bars x 6'-0" & 10'-0" alternate @ 6" in top of slab over Bms 'K'
Bm 'B'
Bm 'K'
45'-0" to ℄ of span
14'-0"
13'-1½"
14'-1½"
15'-0"
15'-0"
9'-6"
9'-6"
6'-0"
2'-1½" bars x 55'-0"
2-1½" bars x 50'-0"
2-1½" bars x 45'-0"
4-1½" bars x 40'-0"
2-1½" bars x 30'-0"
1-1½" & 2-1½" bars x 20'-0"
2-⅞" stirrup hangers x 40'-0"
2-⅞" bars x 30'-0"
4 bars
4 bars
4 bars

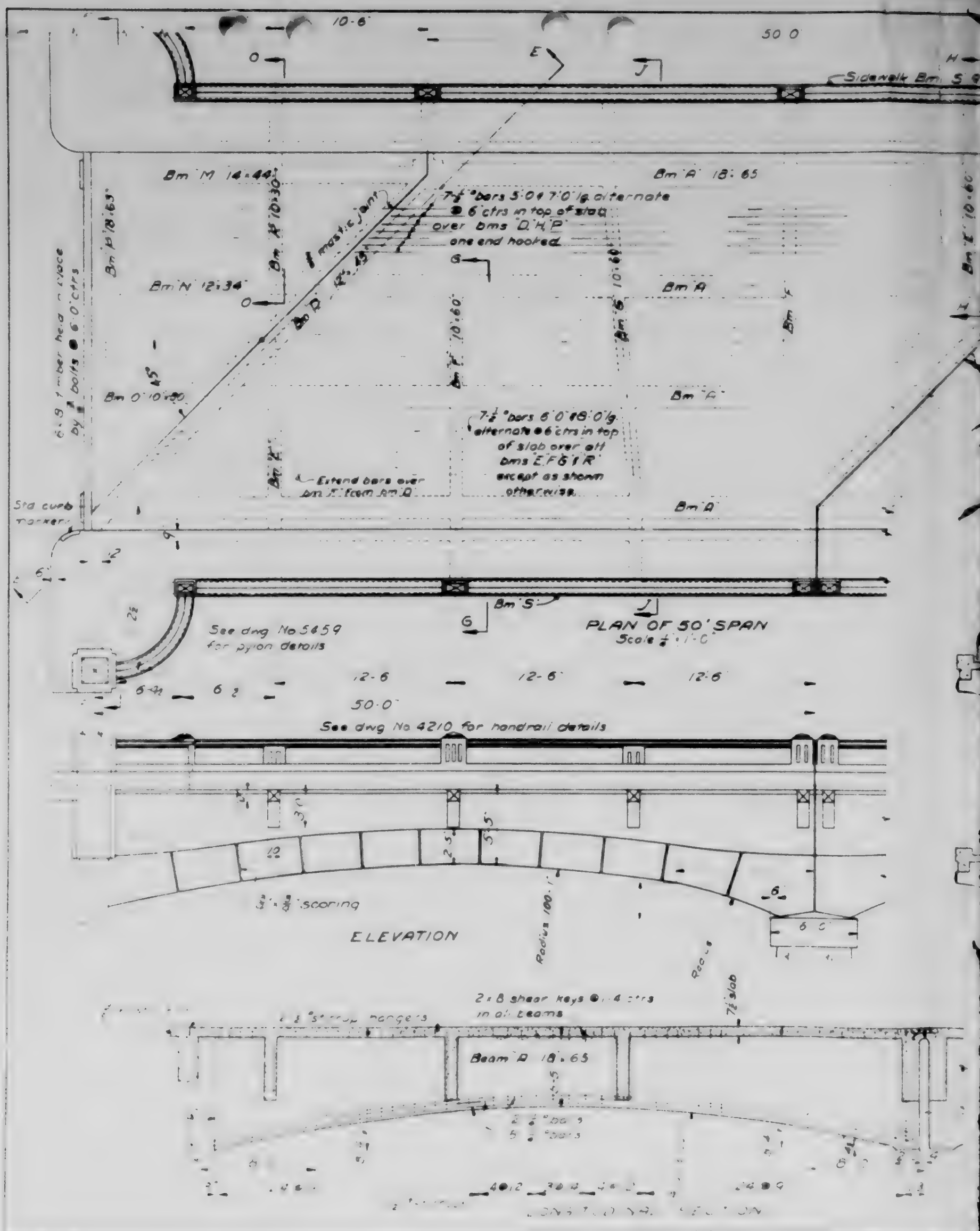


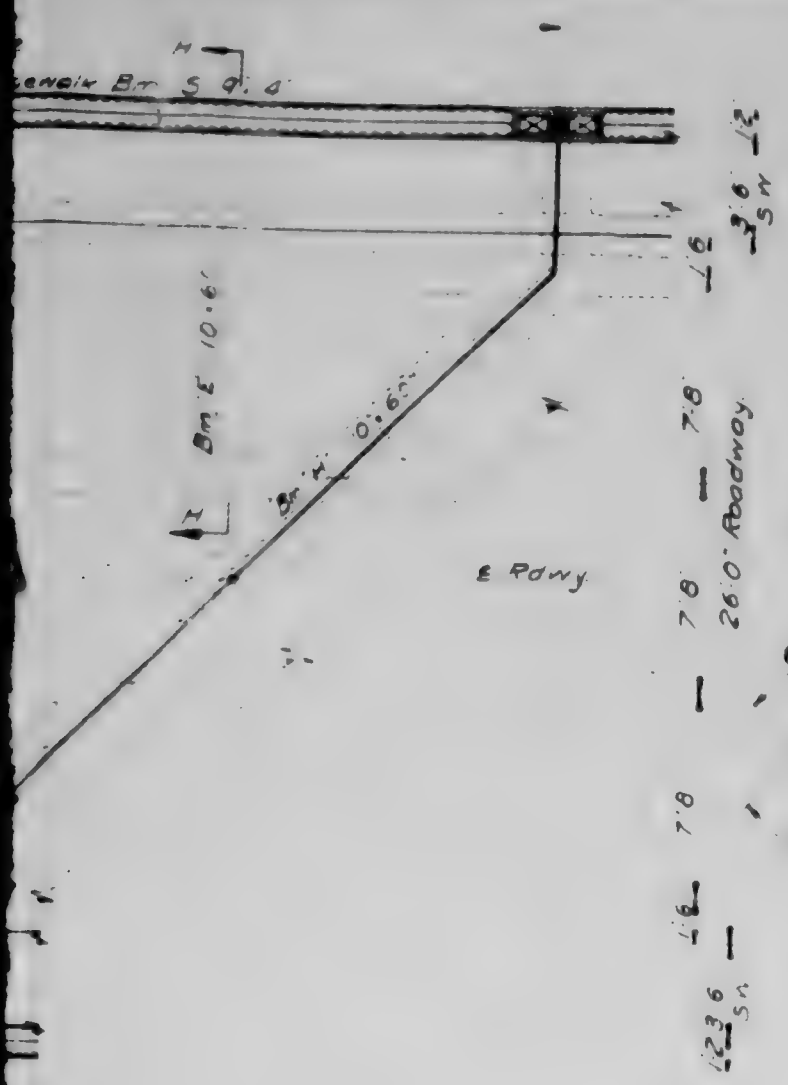
Approved

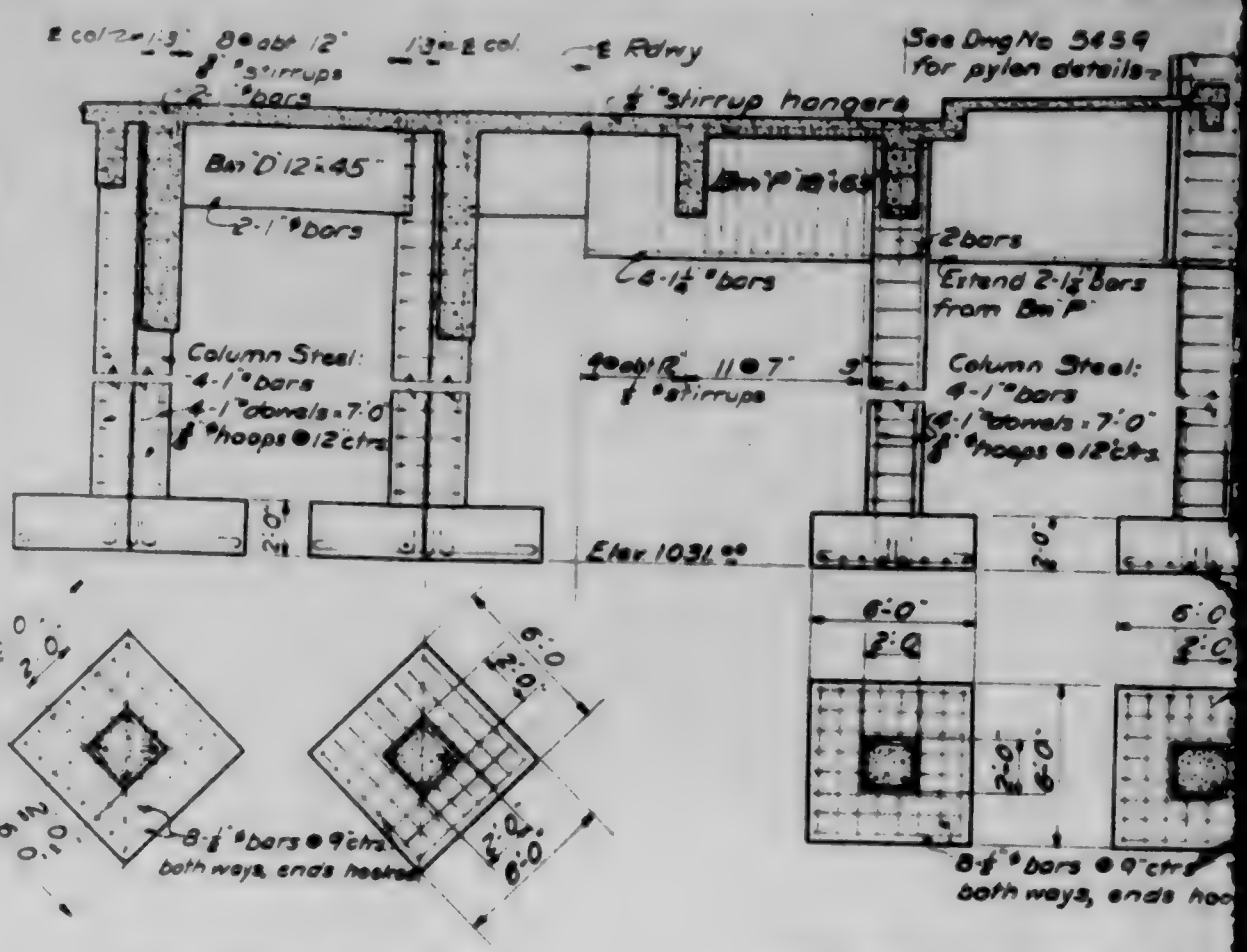
OREGON
STATE HIGHWAY COMMISSION

UMATILLA RIVER BRIDGE
DETAILS OF 70'-90'-70' SPANS

SCALE AS NOTED DRAWN BY T. C. R. TRACED BY R. H. F.
FEB. 6, 1933 CHECKED BY DRAWING NO 5455
BRIDGE NO 2117

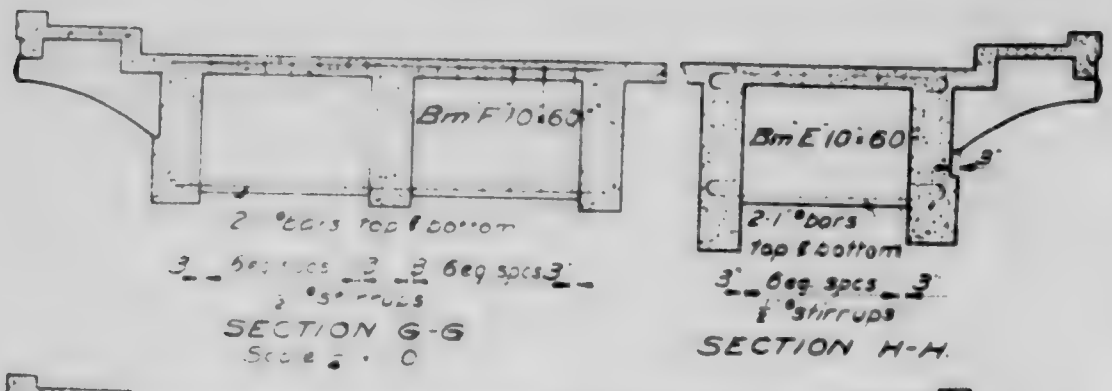

10-6
50 0
Sidewalk Bm S
Bm M 14.44
Bm A 18.65
7½" bars 5'0 & 7'0" lg alternate @ 6" ctrs in top of slab over bms Q H P one end hooked
1" mastic joint
Bm P 18.63
Bm N 12.34
Bm K 10.30
Bm Q 12.43
Bm J 10.60
Bm G 10.60
Bm A
Bm E 10.60
Bm O 10.90
Bm A
7½" bars 6'0 & 8'0" lg alternate @ 6" ctrs in top of slab over all bms E F G & R except as shown otherwise
Extend bars over bm F from bm Q
Std curb marker
Bm A
Bm S
See dwg No 5659 for pylon details
PLAN OF 50' SPAN
Scale ¼" = 1'-0"
12-6
12-6
12-6
50-0"
See dwg No 4210 for handrail details
¾" x ⅜" scoring
ELEVATION
Radius 180'-1"
7½" slab
2 x 8 shear keys @ 4 ctrs in all beams
Beam D 18.65





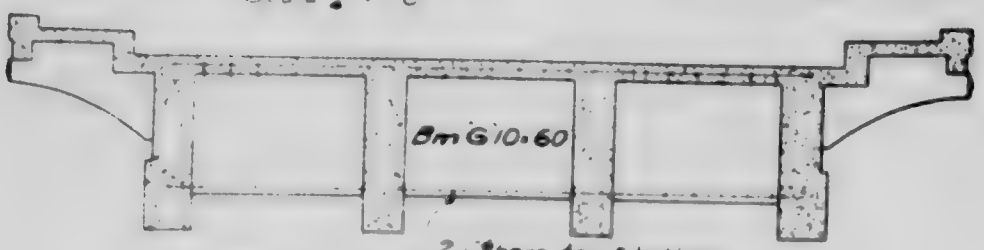
ONE HALF SECTION E-E.
Scale ¼"-1'0"

ONE HALF SECTION F-F.

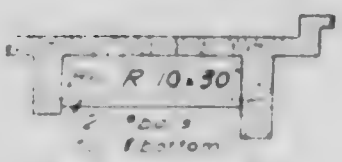


SECTION G-G
Scale ¼" = 1'0"

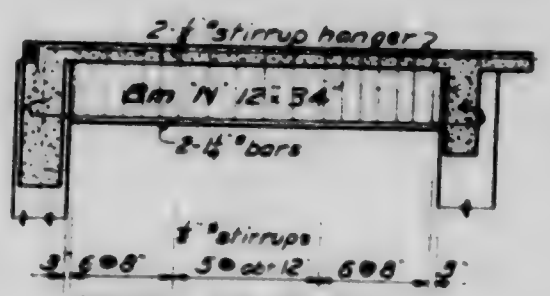
SECTION H-H.



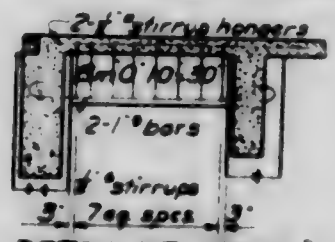
SECTION J-J



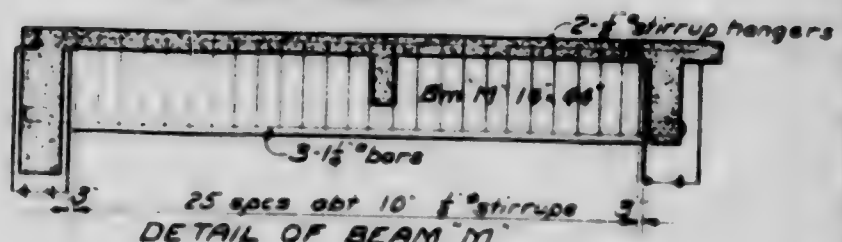
SECTION O-O



DETAIL OF BEAM "N"



DETAIL OF BEAM "O"



DETAIL OF BEAM "M"

Approved

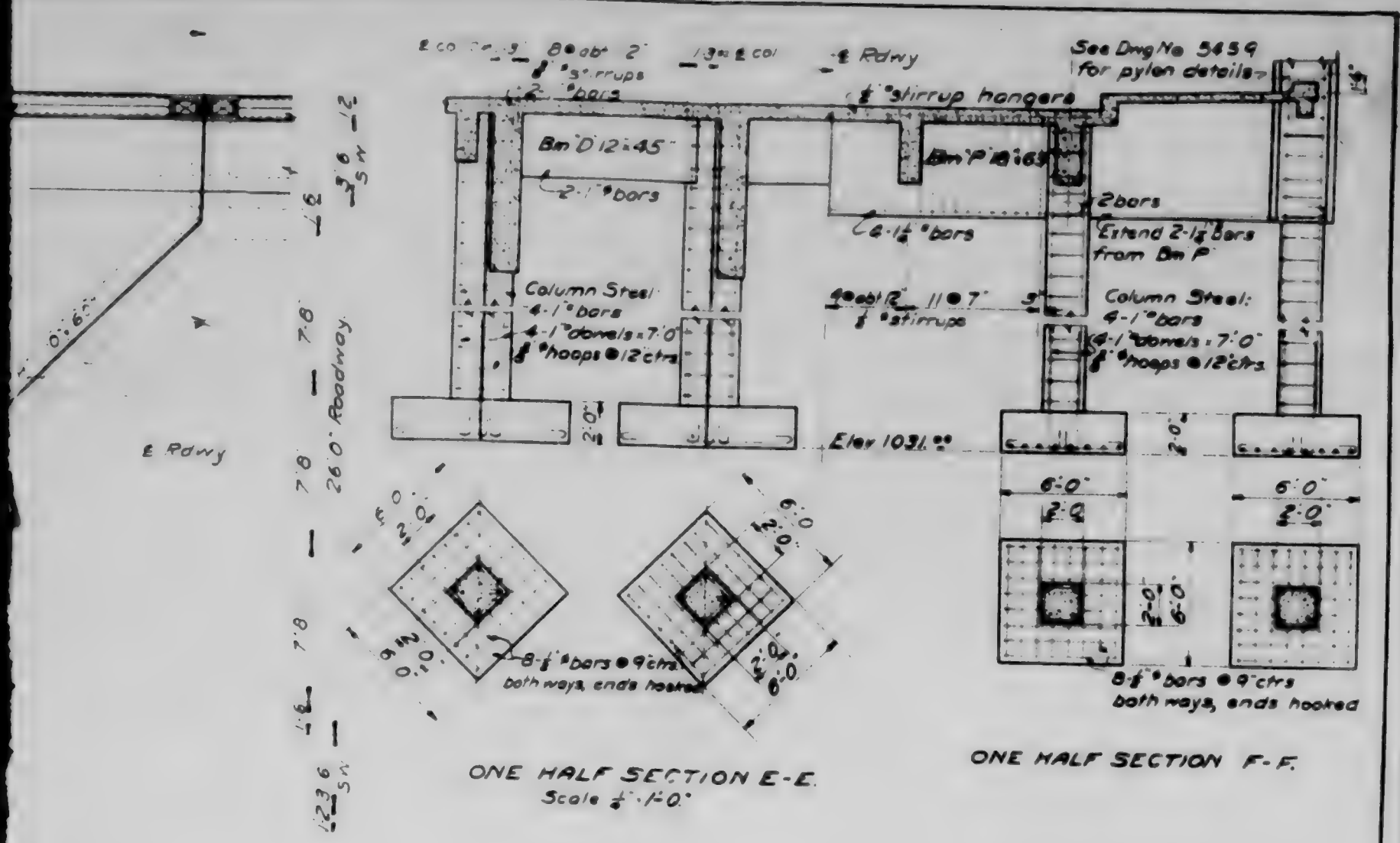
Bridge Engineer

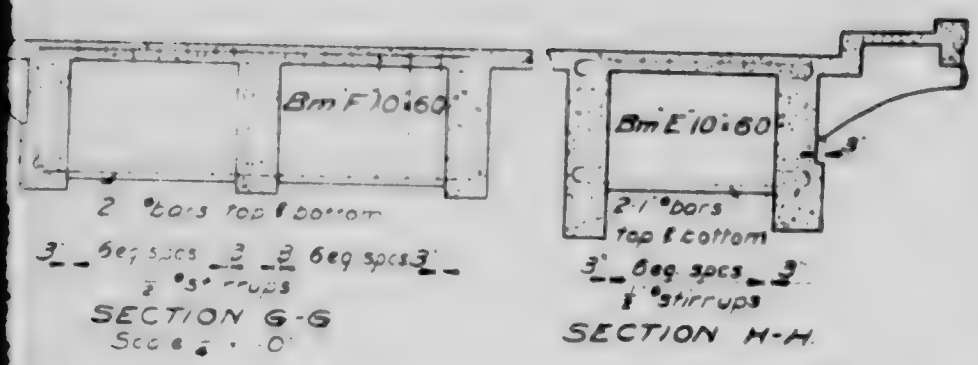
OREGON
STATE HIGHWAY COMMISSION

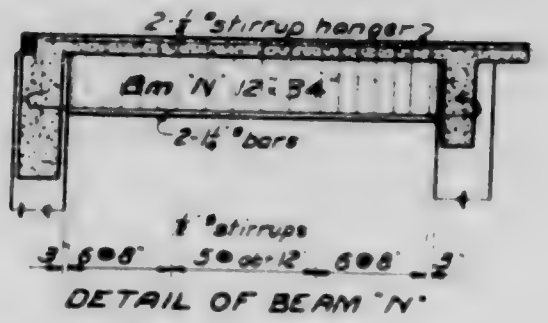
UMATILLA RIVER BRIDGE
DETAILS 50 FT. SPAN

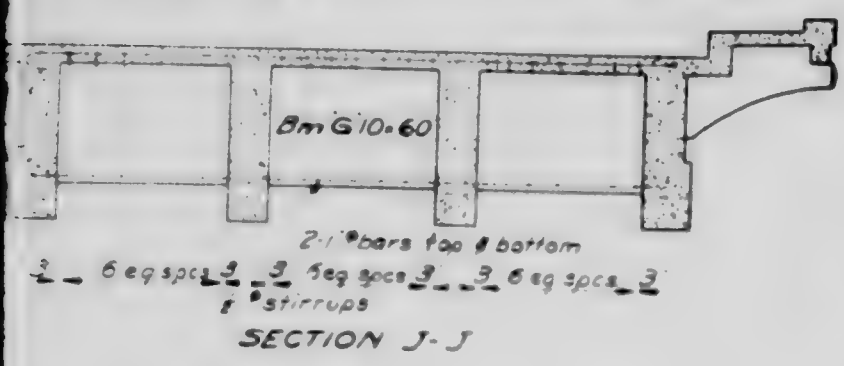
SCALE AS NOTED DRAWN BY M.A.L. TRACED BY C.H.P.
FEB. 7. 1935. CHECKED BY DRAWING NO. 5456

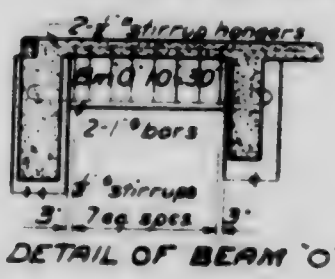
BRIDGE NO 2117.

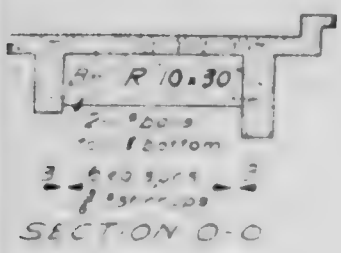


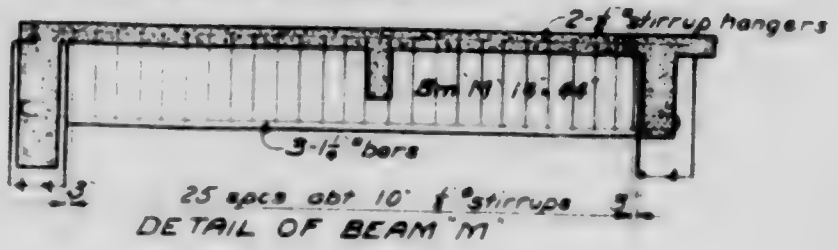












Approved

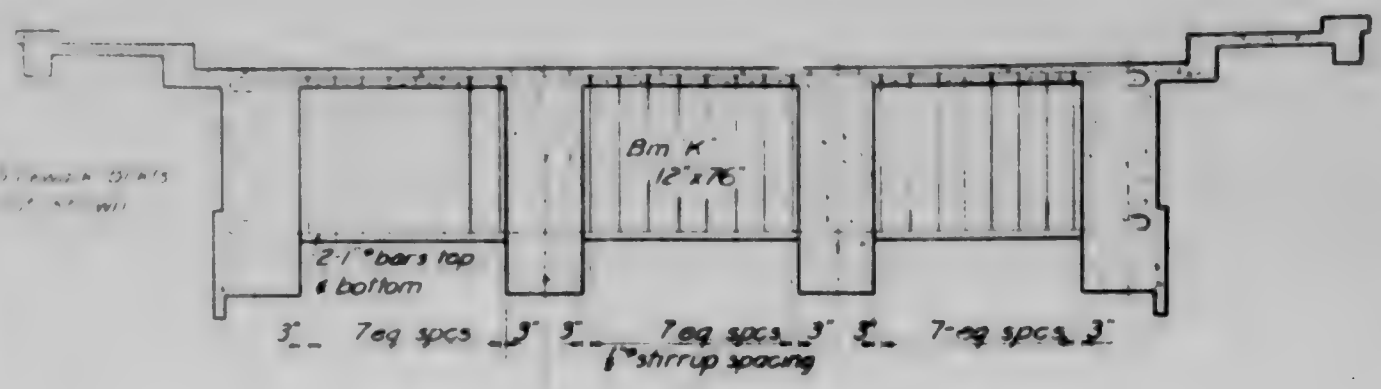
Bridge Engineer

OREGON
STATE HIGHWAY COMMISSION

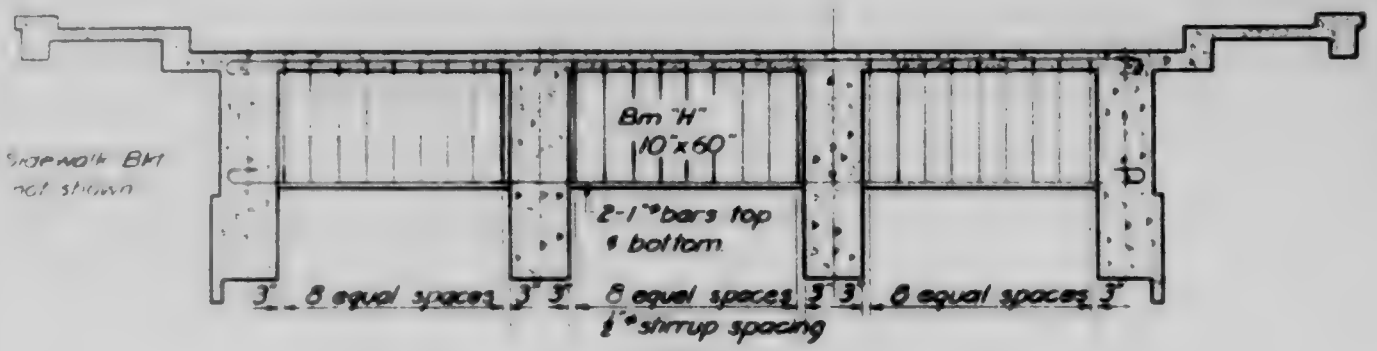
UMATILLA RIVER BRIDGE
DETAILS 50 FT. SPAN

SCALE AS NOTED DRAWN BY M.A.L. TRACED BY C.H.P.
FEB. 7 1935 CHECKED BY DRAWING NO. 5456

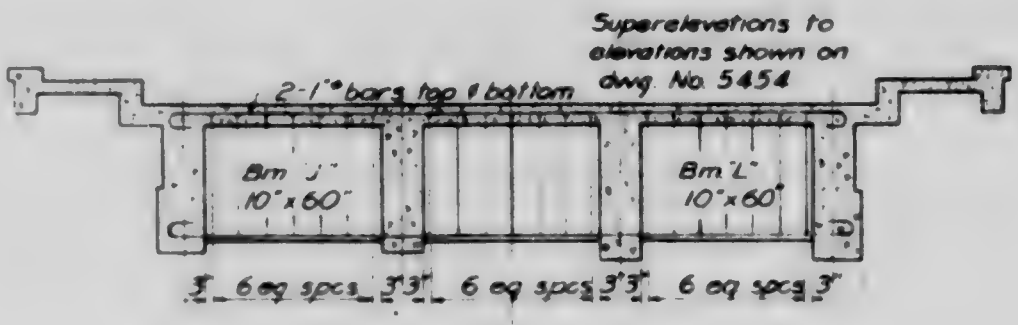
BRIDGE NO 2117.

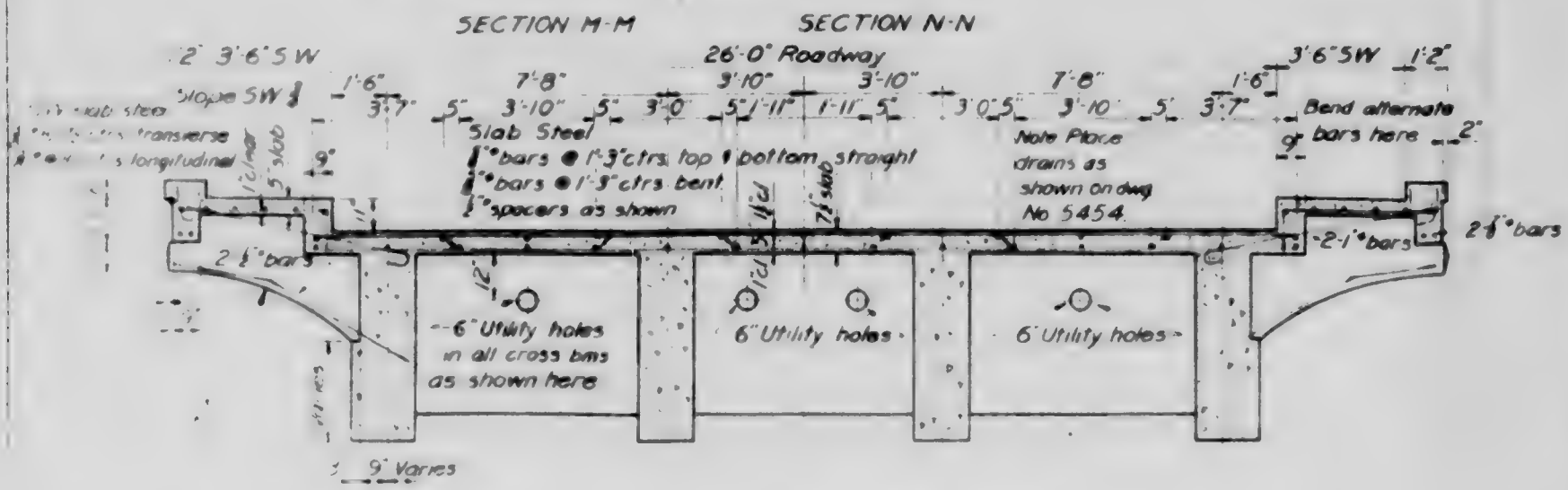


SECTION K-K
Scale 1/2"=1'-0"

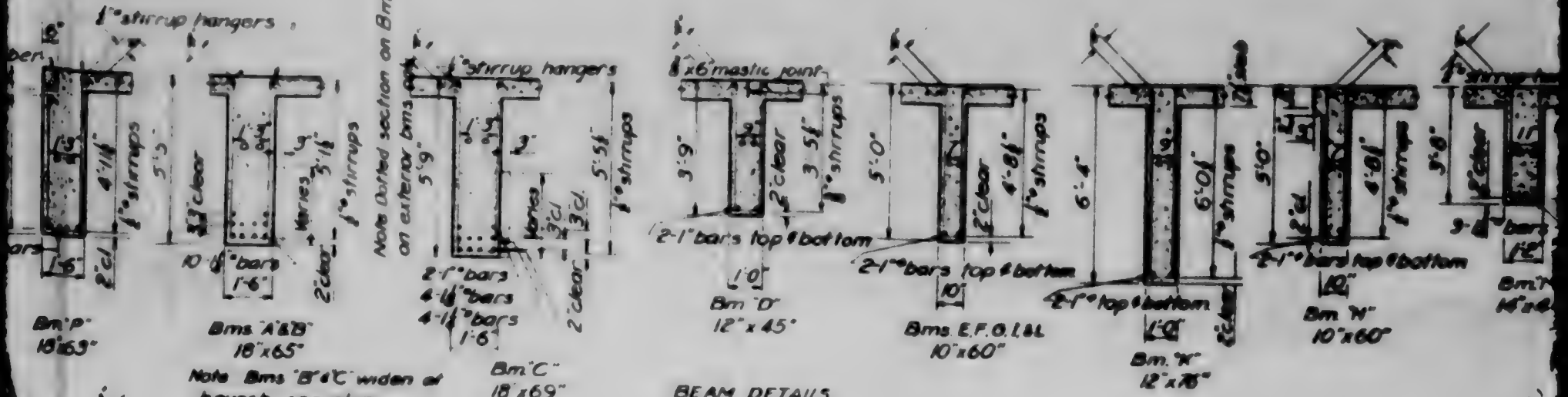


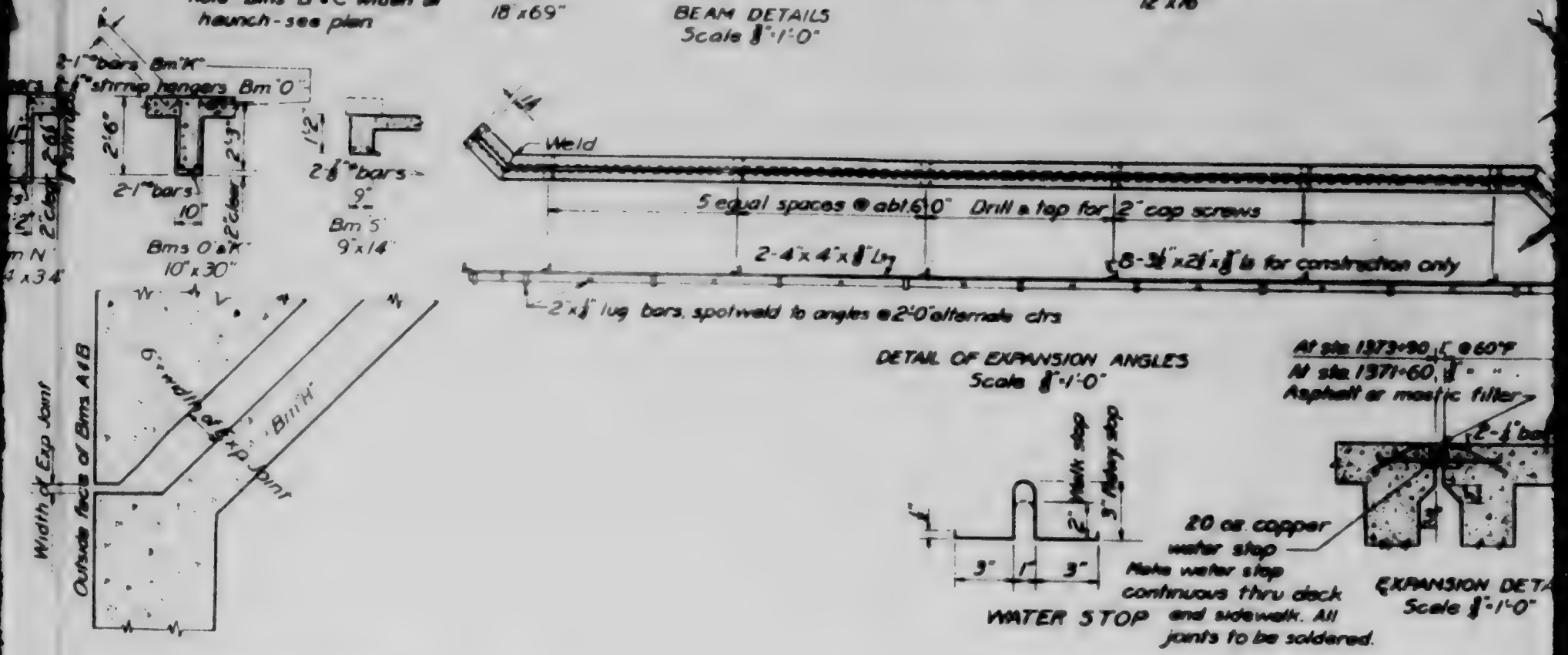
SECTION L-L
Scale 1"=1'-0"





TYPICAL CROSS SECTION
Scale 1/2"=1'-0"





Approved

Bridge Engineer

OREGON
STATE HIGHWAY COMMISSION

UMATILLA RIVER BRIDGE
GENERAL DETAILS

SCALE AS NOTED DRAWN BY T.C.R. TRACED BY R.H.F.
FEB 8, 1935 CHECKED BY DRAWING NO 545
BRIDGE NO. 2117

Note Dotted section on Bm A B&C on exterior bms only

1" stirrup hangers

2-1" bars
4-1⅛" bars
4-1¼" bars

Bm "C"
18"x69"

Bm "D"
12"x45"

Bms E.F.G.I&L
10"x60"

Bm "K"
12"x78"

Bm "N"
10"x60"

Bm "M"
14"x44"

BEAM DETAILS
Scale ¾"=1'-0"

Bm "C" widen at ... plan

2-⅞" bars

Bm "S"
9"x14"

Weld

5 equal spaces @ abt 6'-0" Drill & tap for 2" cap screws

2-4"x4"x⅜" Ls

8-3½"x2½"x⅜" ls for construction only

2"x⅜" lug bars, spotweld to angles @ 2'-0" alternate ctrs

DETAIL OF EXPANSION ANGLES
Scale ¾"=1'-0"

At sta 1373+90, L @ 60°F
At sta 1371+60, L @ " "
Asphalt or mastic filler

2-1" bars

20 oz copper water stop

Make water stop continuous thru deck and sidewalk. All joints to be soldered.

WATER STOP

EXPANSION DETAIL
Scale ¾"=1'-0"

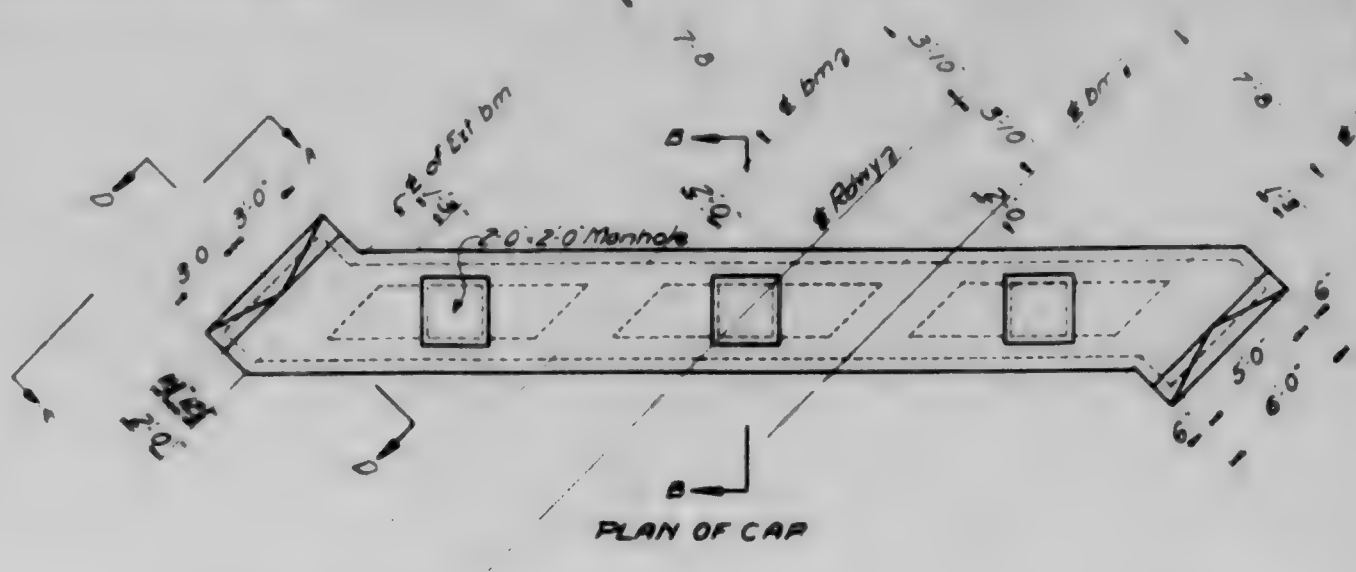
...F EXP JOINT

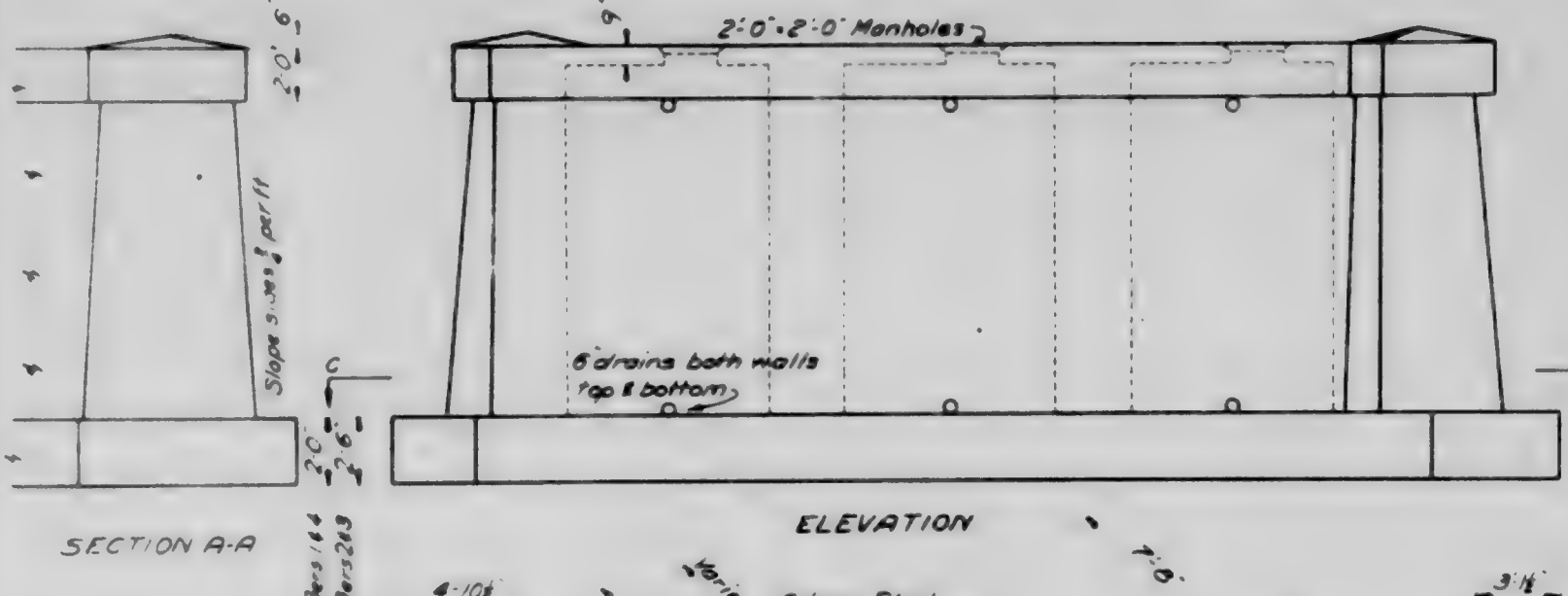
Approved

OREGON
STATE HIGHWAY COMMISSION

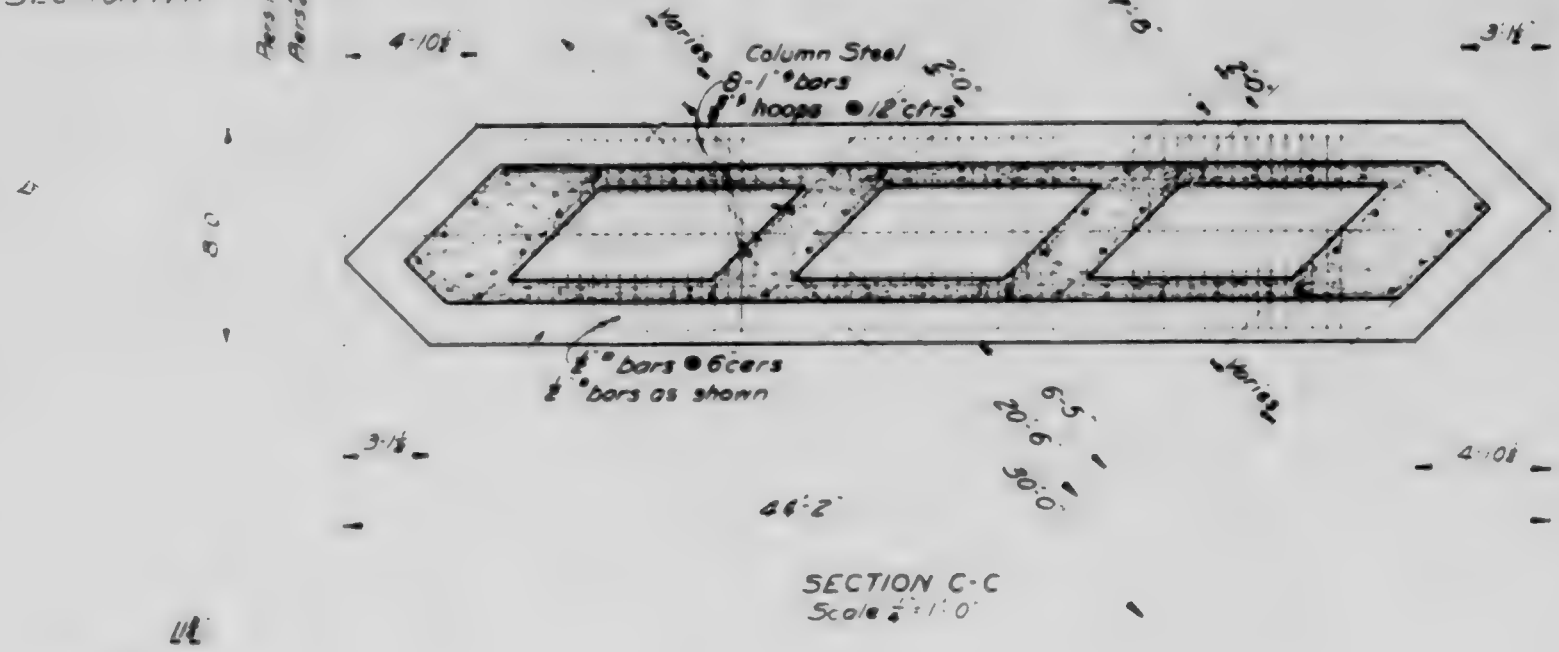
UMATILLA RIVER BRIDGE
GENERAL DETAILS

SCALE AS NOTED DRAWN BY T.C.R. TRACED BY R.H.F
FEB 8, 1935 CHECKED BY DRAWING NO 5457
BRIDGE NO. 2117



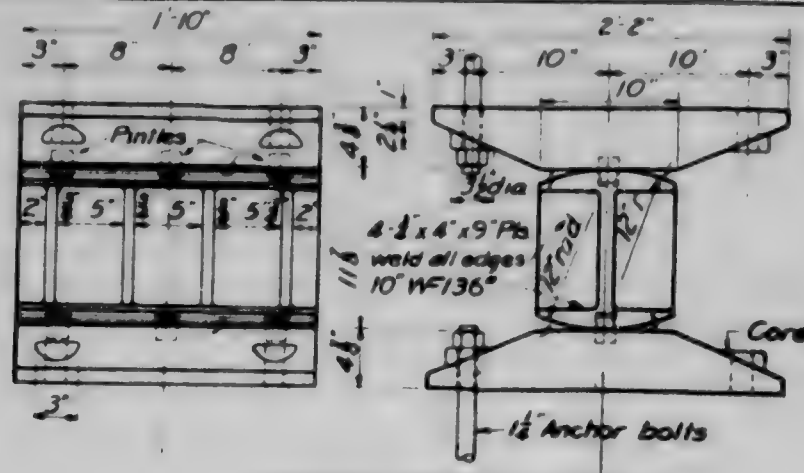


SECTION

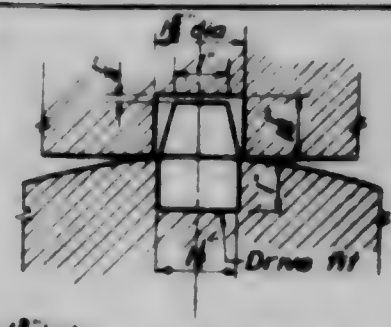


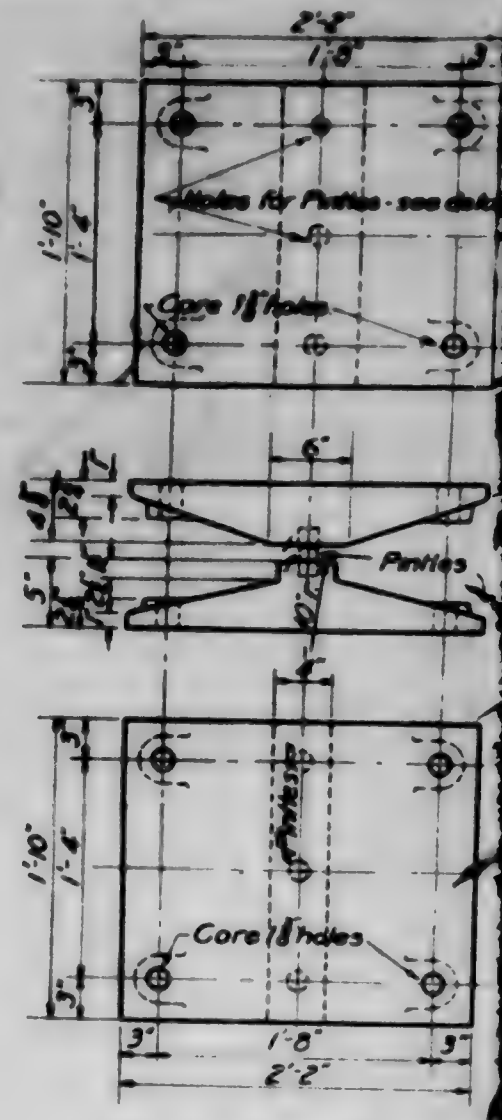
SECTION C-C
Scale 1/4" = 1'-0"

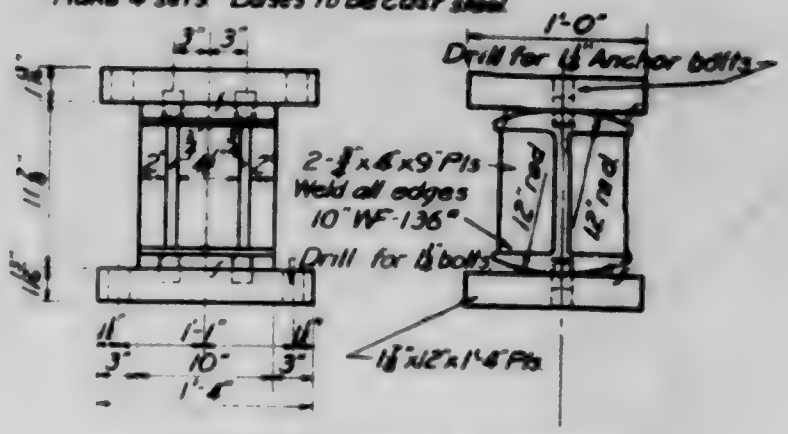
SECTION D-D



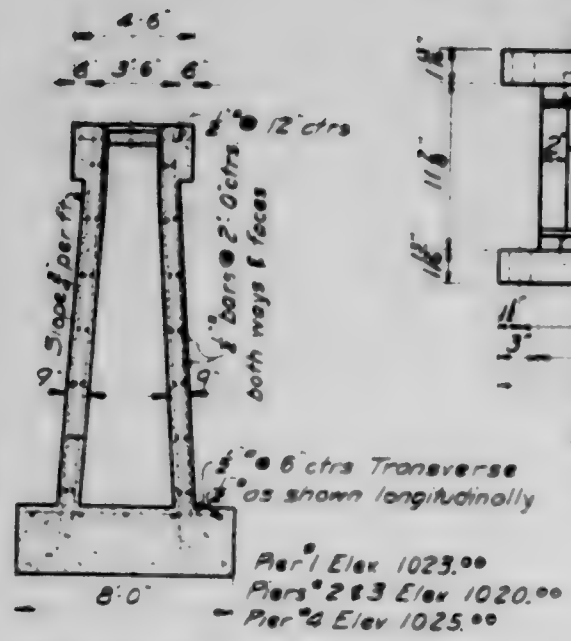
ROCKER BEARING AT PIER No. 3
Scale 1½"=1'-0"
Make 4 sets Bases to be cast steel







ROCKER BEARINGS AT PIERS 1 & 4
Scale 1½"=1'-0"
Make 16 sets of rolled sections



SECTION B-B

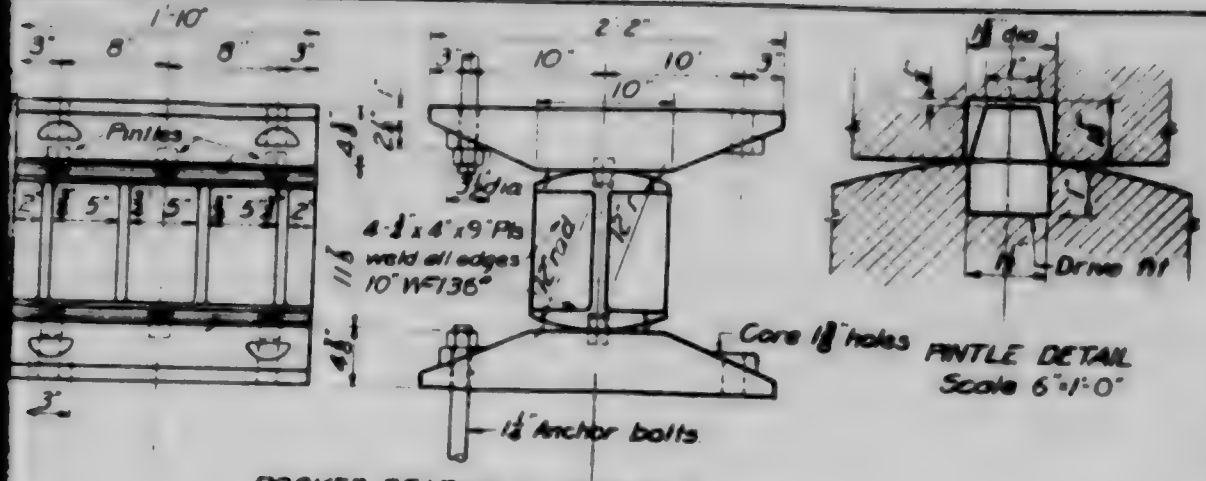
FIXED BEARING AT PIER NO
Scale 1½"=1'-0"
Make 4 sets of cast steel

OREGON
STATE HIGHWAY COMMISSION

UMATILLA RIVER BRIDGE
PIER DETAILS

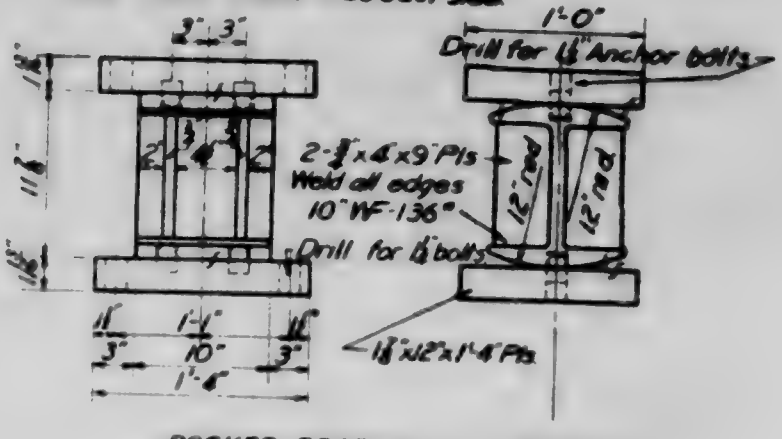
SCALE AS NOTED DRAWN BY T.C.R. TRACED BY CHR.
FEB 6 1935 CHECKED BY DRAWING NO 545

BRIDGE NO. 21 17

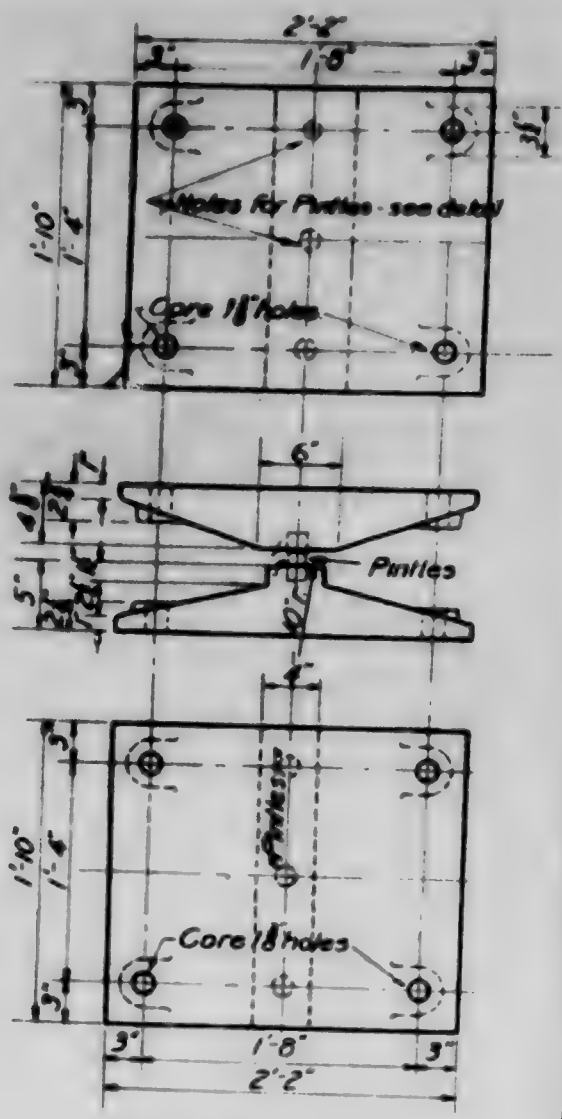


ROCKER BEARING AT PIER No. 3
Scale 1½"=1'-0"
Make 4 sets Bases to be cast steel

PINTLE DETAIL
Scale 6"=1'-0"



ROCKER BEARINGS AT PIERS 1 & 4
Scale 1½"=1'-0"
Make 16 sets of rolled sections



FIXED BEARING AT PIER NO. 2
Scale 1½"=1'-0"
Make 4 sets of cast steel

1⅛" ø bolts 2'-0" ctrs both ways 6 faces

1⅛" ø 12" ctrs

1⅛" ø 6" ctrs Transverse
1⅛" ø as shown longitudinally

Pier #1 Elev 1023.00
Piers #2 & 3 Elev 1020.00
Pier #4 Elev 1025.00

OREGON
STATE HIGHWAY COMMISSION
UMATILLA RIVER BRIDGE
PIER DETAILS
SCALE AS NOTED DRAWN BY T.C.R. TRACED BY C.M.R.
FEB 6 1935 CHECKED BY DRAWING NO. 5458
BRIDGE NO. 21-17

3'6" sidewalk

Typical post On right hand posts omit scoring on inside face and make name plate panel

Carry alt bars as shown.

Extend sidewalk beam into end beam

Pylon base

24"x24" Column under pylon

end beam "P"

Bend down 1'6" into bm

bars @ 6" ctrs in top of sidewalk slab

11'2"

Wire mesh

3- bars

8- longt bars

bars @12" ctrs

scoring space equal.

Pylon base

2- curb bars

Carry all longitudinal bars into post and pylon

2- bars

9"

SECTION E-E

PLAN AT ENDS OF BRIDGE
SHOWING LOCATION OF PYLON
Scale 1"=1'0"

Carry 2"x2" col steel 2'0" above sidewalk

12" beam

Extend 2- bars from Bm "P"

Carry 3'x3' base to bottom of end beam

Column 24"x24"

END VIEW

bar

2- bars

SECTION F-F

Name Plate Panel 12"x 7"x

Standard scoring on left hand post

Curb

SIDE VIEW

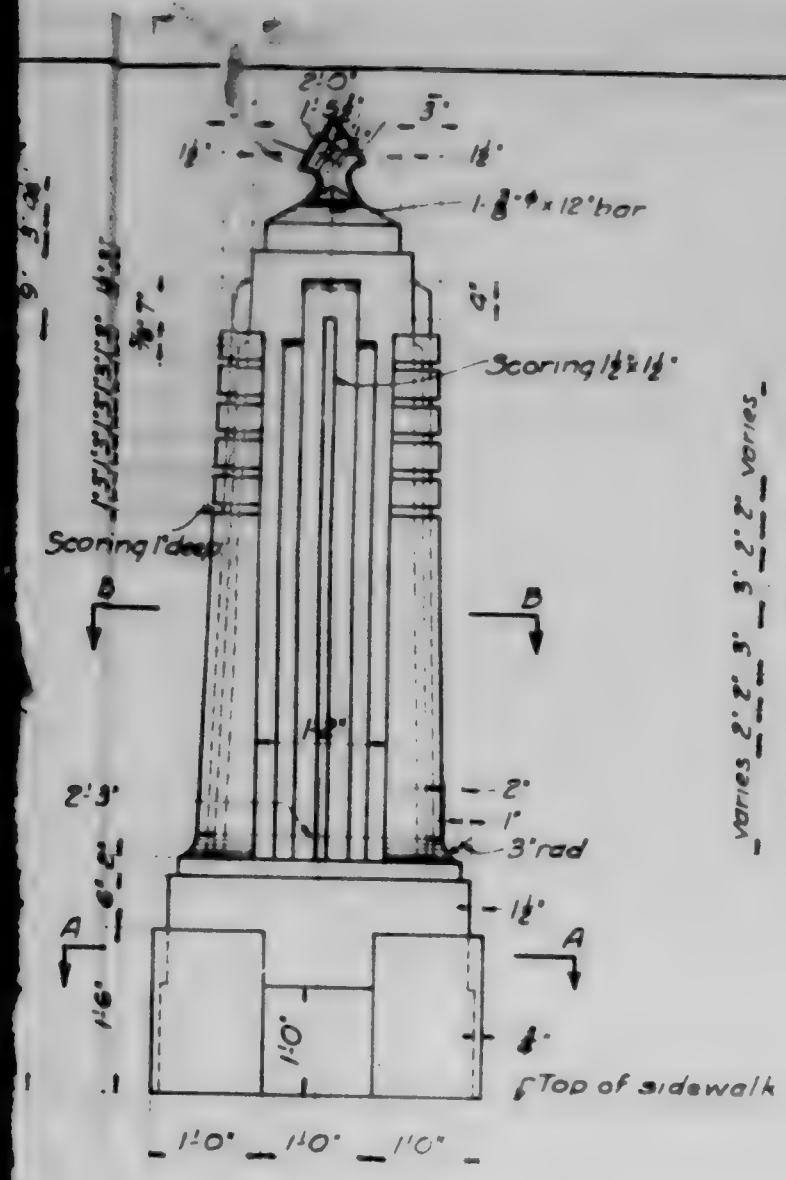
POST AT END OF HAN
Reinforce as shown on

Scoring Detail

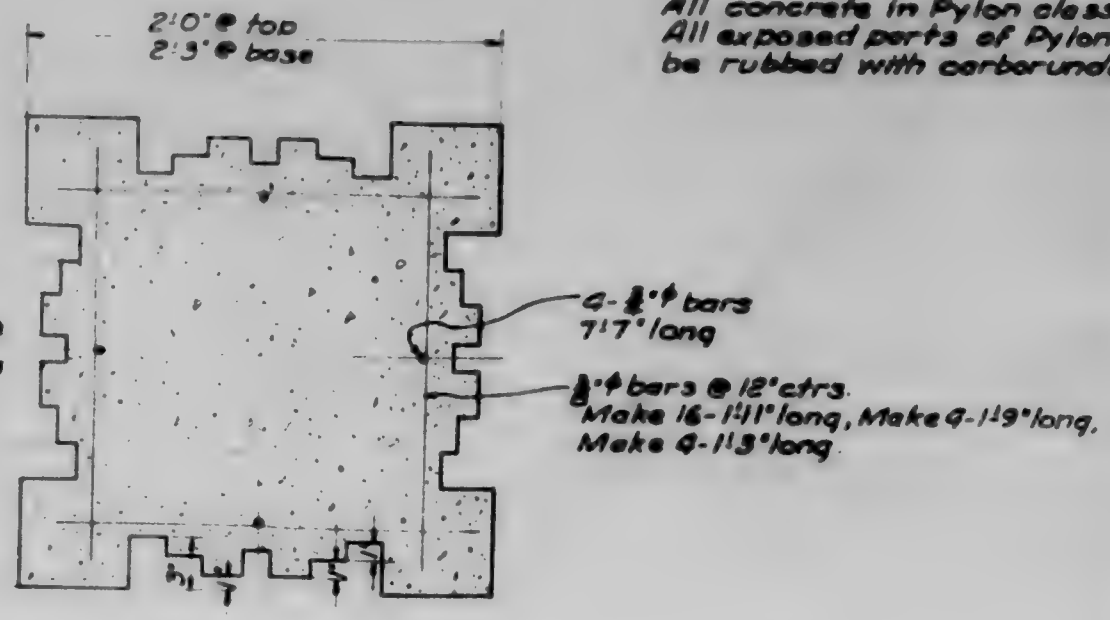
8'0" overall height above sidewalk

7'0"

ELEVAT
All 4 S

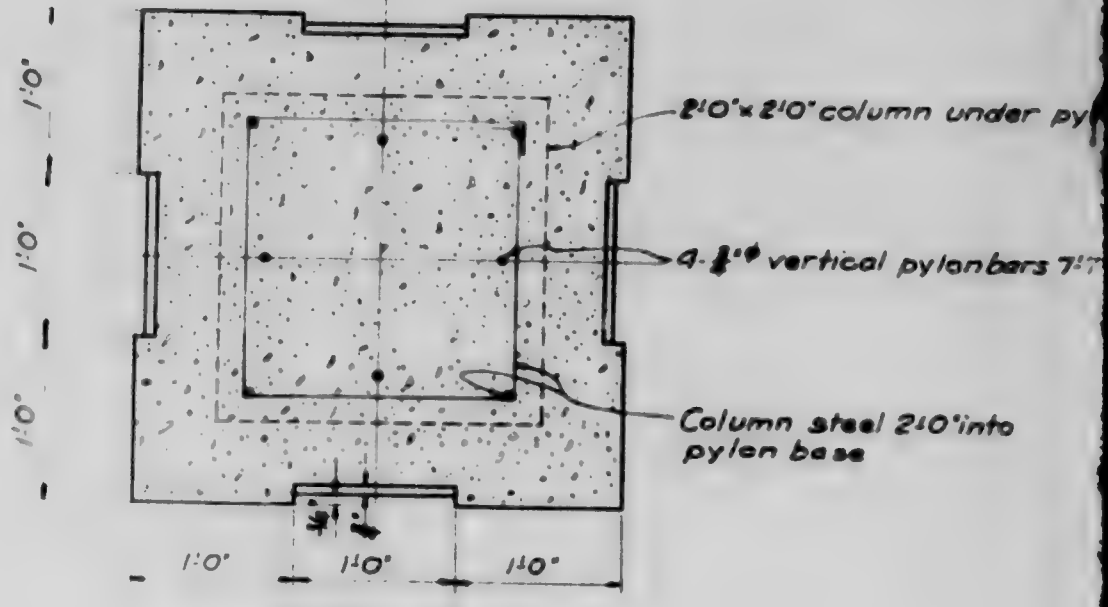


ELEVATION OF PYLON
All 4 sides similar



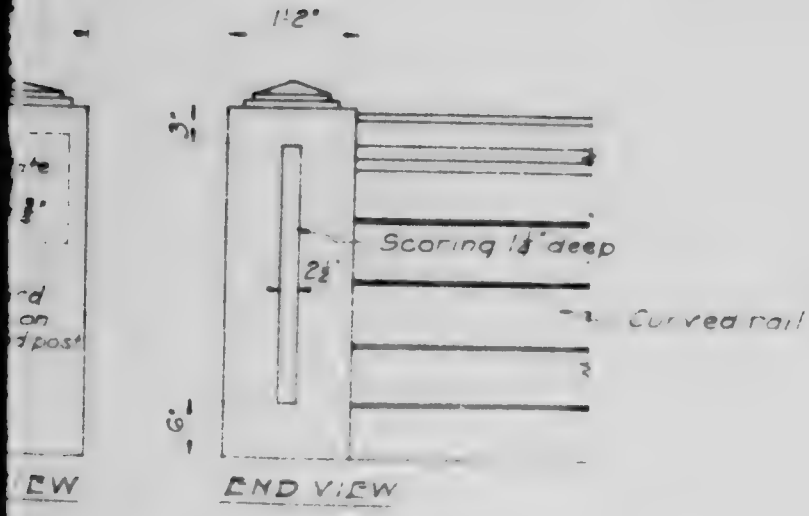
SECTION B-B

All concrete in Pylon class "D" m
All exposed parts of Pylon shall
be rubbed with carborundum.



SECTION A-A

itudinal
st and pylon



END VIEW

END OF HANDRAIL
as shown on drawing 4210

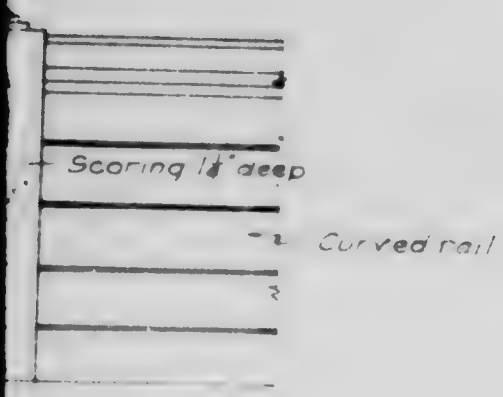
OREGON
STATE HIGHWAY COMMISSION

UMATILLA RIVER BRIDGE
DETAILS OF PYLON

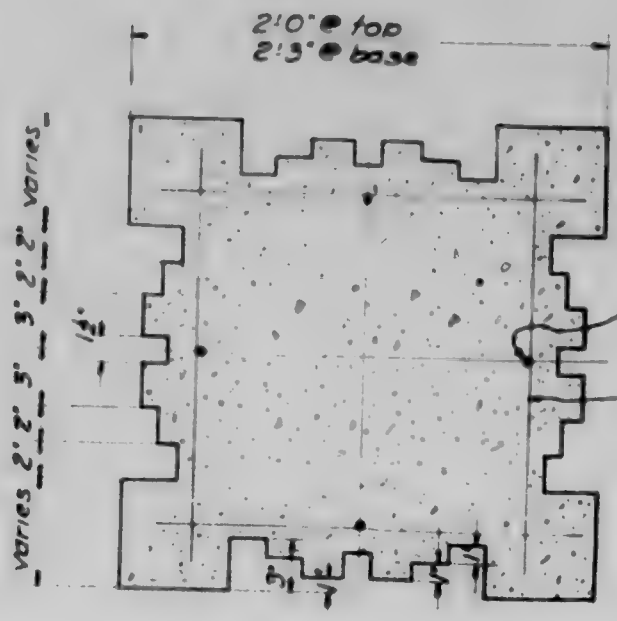
SCALE AS NOTED DRAWN BY C.C.S. TRACED BY C.C.S.
FEB. 7 1935 CHECKED BY DRAWING NO. 5459

BRIDGE NO. 2117

Y OF PYLON
similar

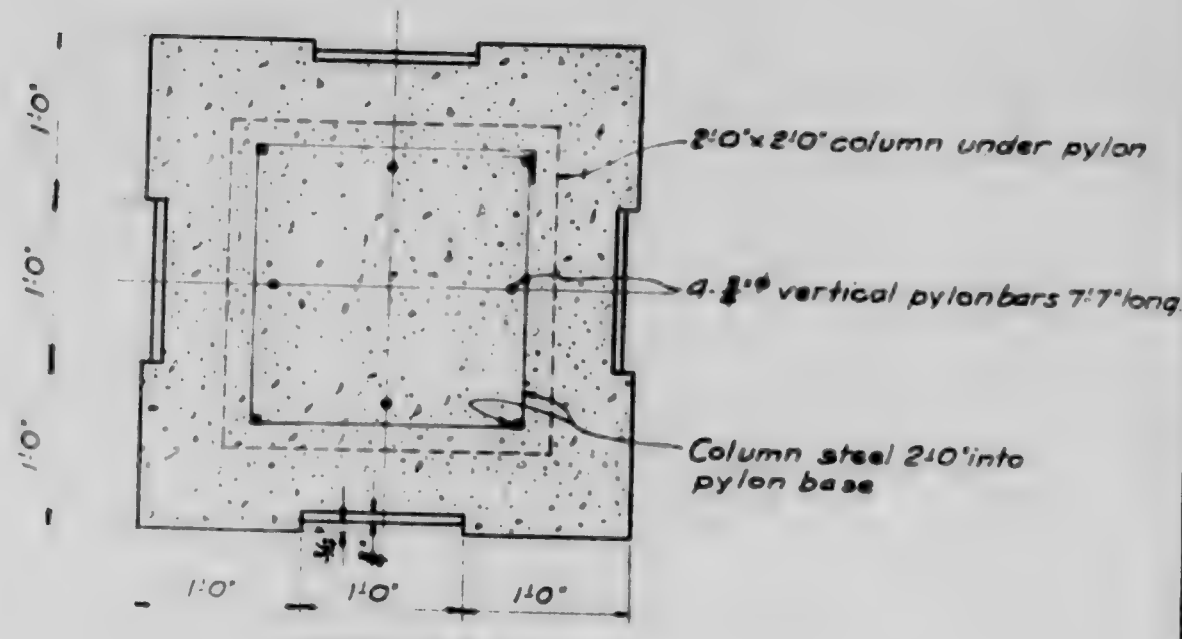


ILEW



SECTION B-B

All concrete in Pylon class "D" mix
All exposed parts of Pylon shall be rubbed with carborundum



SECTION A-A

OREGON
STATE HIGHWAY COMMISSION

UMATILLA RIVER BRIDGE
DETAILS OF PYLON

SCALE AS NOTED DRAWN BY C.C.S. TRACED BY C.C.S.
FEB. 7 1935 CHECKED BY DRAWING NO. 5459

BRIDGE NO. 2117

GENERAL NOTES.

Concrete shall be class "D" mix ...
members which shall be 1:2 mix
All exposed surfaces shall be ru...
All steel shall be deformed bar...
Name plates when required will ...
the State and shall be placed by ...
Weight of rail = 205 lbs per lineal ft.

18" x ¾" deep panel on right A ... posts for name plates. Stop scoring as shown by dotted lines

Reinforce end post same as others

PLAN

TYPE "B" END POST
Use when shown on layout sheet

Carry base down to wing wall

½" ⌀ bars both faces

5:11½" inside edge of post

5:2 5/8"

5:4 3/8"

Slope outside edge of post

R=7'-1" R=7'-4" R=7'-8" R=8'-0" R=8'-8" R=9'-4" R=9'-8" R=10'-0" R=15'-5"

45°

PLAN VIEW
Scale ¾" = 1'-0"

Curb

1'-2"

½"

½"

2'

8"

3"

3"

⅜" ⌀ hoops bars "E"

6-½" ⌀ bars "D"

SECTION D-D

Horiz. Scoring

Vertical Scoring

2½"

3-⅜" ⌀ bars continuous except at expansion joint.

1'-9"

1½"

End precast members to be placed before post is cast.

3'-2"

1'-0"

6"

2 bars ½" ⌀ x 5'-0"

END POST

Pocket to be formed 6" into curb and bars in precasts to be grouted in place.

2-½" ⌀ bars, continuous

⅜" ⌀ bar, bar "B"

TYPICAL POST

ELEVATION OF RAIL
Scale ¾" = 1'-0"

...ght hand posts only, omit ...enter scoring and substitute ...'B' name plate panel

1-⅜" ⌀ bar in each precast, bar "A"

2-⅜" ⌀ hoops Bar "F"

1'-0"

2-½" ⌀ bars, continuous, in curb

6-½" ⌀ bars in each post Bars "D"

SECTION C-C

½" ⌀ bars, 3'-0" long, straight at about 1'-0" ctrs both faces of end post

1'-2"

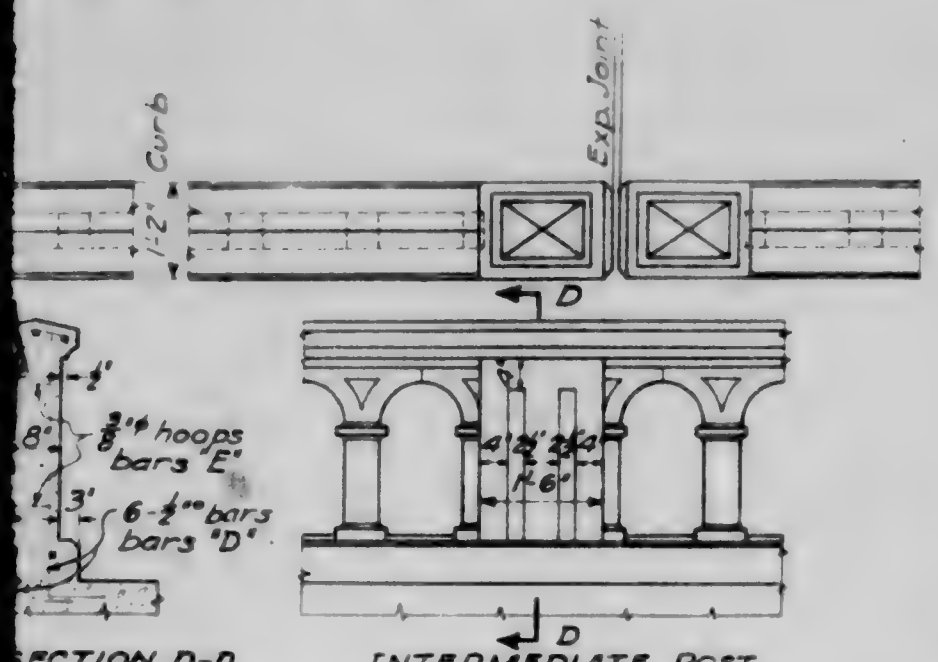
BAR "G"
⅜" ⌀ 4'-3" long

2'-6"

9½"

6"

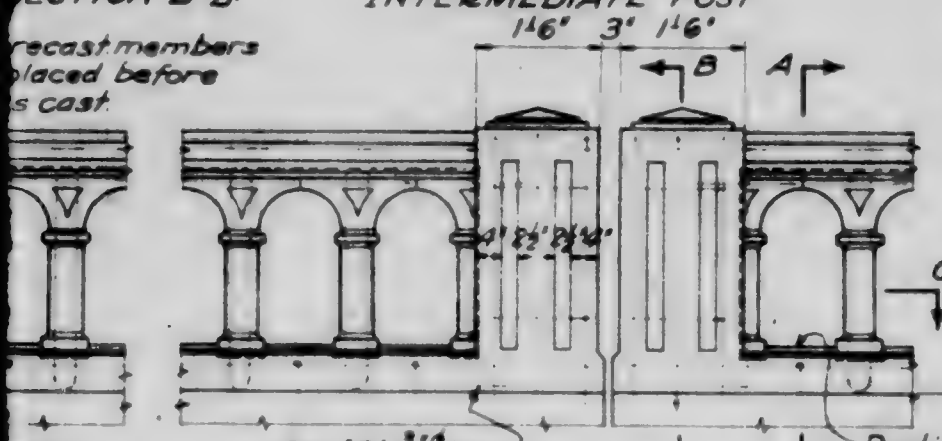
class "D" mix excepting precast
be 1.2 mix
ces shall be rubbed with carborundum
deformed bars.
n required will be furnished by
be placed by the contractor
lbs per lineal ft. for 20'-0" section.



SECTION D-D

INTERMEDIATE POST

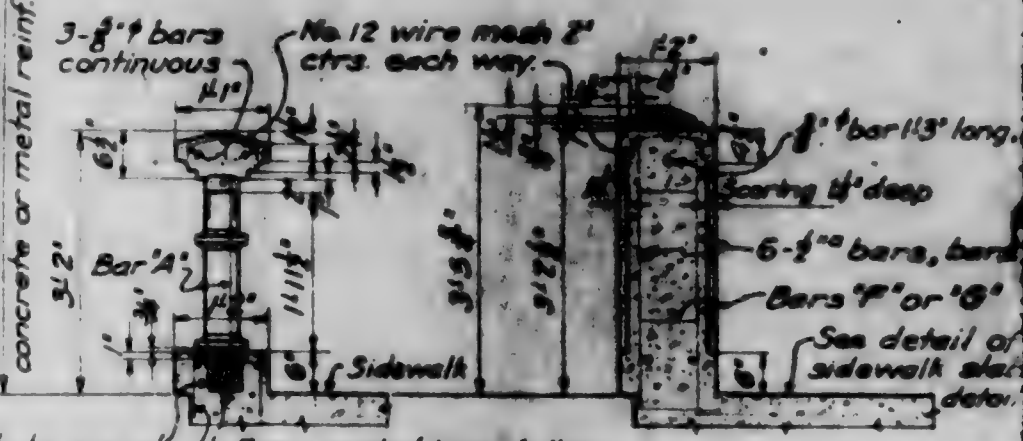
recast members
placed before
s cast.



POSTS AT EXPANSION JOINT

2 layers of oiled paper between cap and precast
No 12 wire mesh 2" ctrs each way
Bar "A"
1'1"
1 1/2" rad
1" rad
2'-0" length of precast
1" rad.
6"
11'5"
This dimension may be varied slightly to fit requirements.
3/8" ϕ bar long, str
of rod fo
Panel both
of precas
deep.
3/8" ϕ bar, Bar

DETAIL OF PRECAST MEMBERS
Scale 1 1/2" = 1'0"



SECTION A-A

SECTION B-B
Same for all posts except intermediate

STEEL LIST

Precast	1-3/8" ϕ bar Marked "A"
	1-3/8" ϕ bar x 1'3" straight
Half Precast	1-3/8" ϕ bar Marked "B"
	1-3/8" ϕ bar x 1'3" straight
Cast	As many bars "C" as are required

Revised Feb 8, 1932.
Revised Dec 13, 1932

Approved

Bridge Engineer

State Highway Engineer

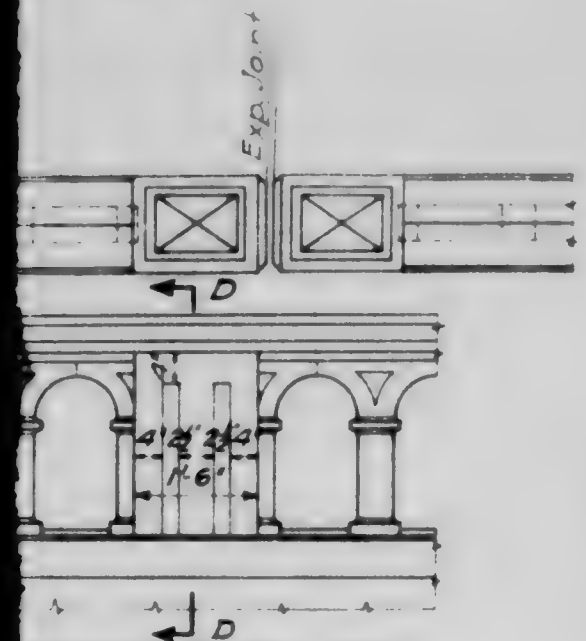
OREGON
STATE HIGHWAY COMMISSION

STANDARD TYPE D HANDRAIL FOR BRIDGES WITH SIDEWALK

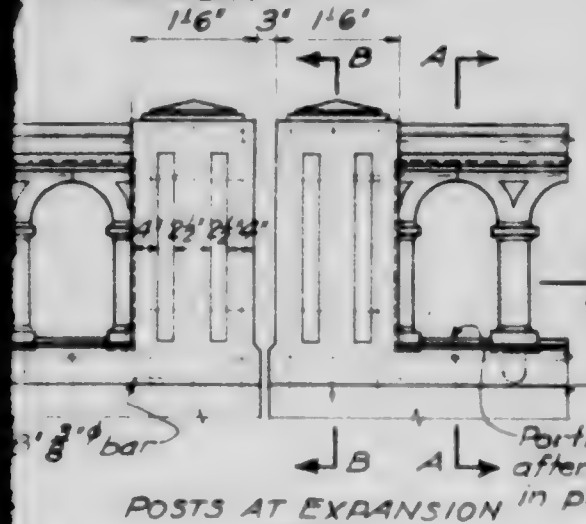
SCALE AS NOTED
DRAWN BY C.C.S.

MAR. 17, 1931
DRAWING NO. 421

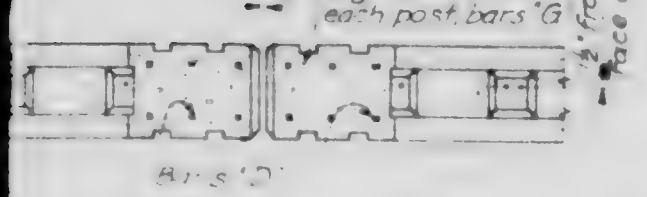
SUPERSEDES DWG. 4050

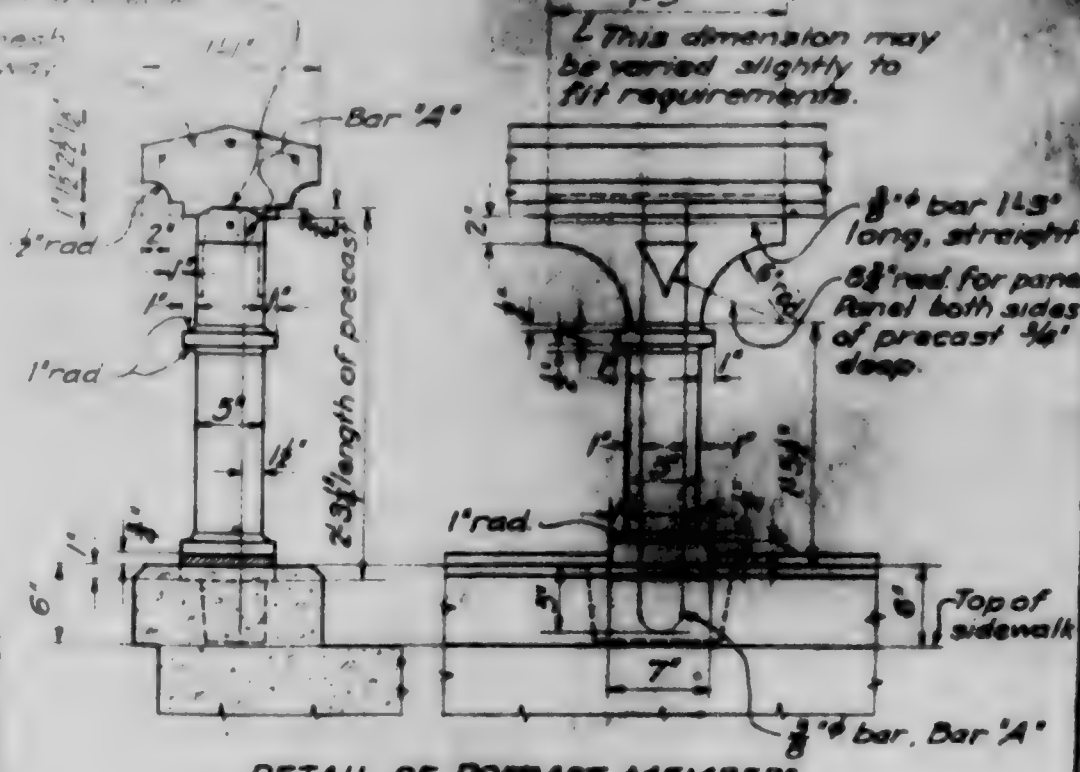


INTERMEDIATE POST

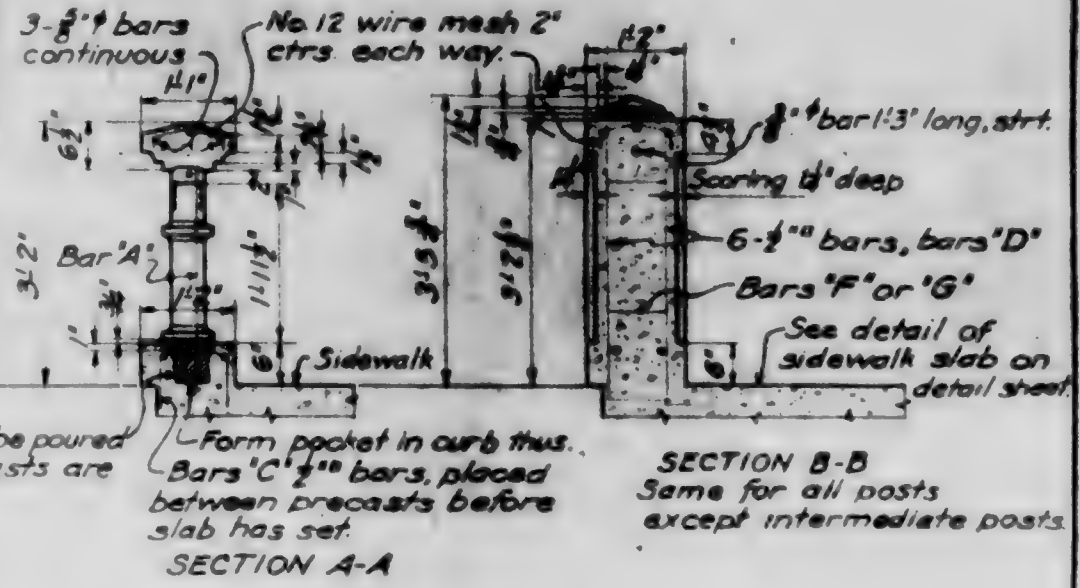


POSTS AT EXPANSION JOINT





DETAIL OF PRECAST MEMBERS
Scale 1½" = 1'-0"



SECTION A-A

SECTION B-B
Same for all posts except intermediate posts.

Revised Feb 8, 1932.
Revised Dec 13, 1932

Approved

Bridge Engineer

State Highway Engineer

OREGON
STATE HIGHWAY COMMISSION

STANDARD TYPE D HANDRAIL

FOR BRIDGES WITH SIDEWALK

SCALE AS NOTED
DRAWN BY C.C.S

MAR. 17, 1931
DRAWING NO. 4210

SUPERSEDES DWG. 4050

INDEX OF SHEETS

SHEET NO	DESCRIPTION	STA TO STA

STATE OF ORE
STATE HIGHWAY DE

PLAN AND PROFILE O
STATE HIG

FEDERAL AID PROJECT

STATE HOSPITAL – ASH
PENDLETON SEC
OLD OREGON TRAIL HIGHWAY, UM

SCALES { PLAN 1 IN = 100 FT.
PROFILE, HORIZ. 1 IN = 100 FT., VERT.

JAN., 1935

PENDLETON

CONVENTIONAL SIGNS

STATE LINE	—·—·—	BASE OR SURVEY LINE	
COUNTY LINE	—·—·—	RAILROADS	
CITY VILLAGE OR BOROUGH	— — —	RETAINING WALL	
TOWNSHIP LINE	———	CULVERTS	
SECTION LINE	———	DROP INLET	
DONATION LAND CLAIM LINE	— — — —	TROLLEY POLE	•
FENCE LINE		POWER POLE	•
[illegible] RAIL		TELEPHONE OR TELEGRAPH POLES	•
[illegible] PROPERTY		MARSH	
[illegible] WAY LINE		IRRIGATION DITCHES	
[illegible] ROADS		BRIDGES	
TRAILS			

STATE HOSPITAL - ASH ST. UNIT PENDLETON SECTION OLD OREGON TRAIL HIGHWAY, UMATILLA COUNTY				SHEET No. 1
FED. ROAD DIST. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
1	OREGON	NRM 38-C		4

OF OREGON
WAY DEPARTMENT

FILE OF PROPOSED
HIGHWAY
AL AID PROJECT

- ASH STREET UNIT
ON SECTION
IGHWAY, UMATILLA COUNTY

1 IN = 100 FT.
E. HORIZ. 1 IN = 100 FT., VERT 1 IN = 10 FT
AN, 1935

OLD OREGON TRAIL HWY

RIVER

END OF PROJECT
STA 40+

TON

REGISTERED PROFESSIONAL ENGINEER
157
OREGON
D. H. BALDOCK

STATE HIGHWAY COMMISSION

Chairman
Commissioner
Commissioner

STATE HIGHWAY ENGR

RECOMMENDED FOR APPROVAL
[redacted]
DISTRICT ENGINEER

RECOMMENDED FOR APPROVAL
[redacted]
CHIEF ENGINEER

APPROVED
[redacted]
CHIEF OF BUREAU

38-C

CITY OFFICIALS

C. A. HOLL - - - - Mayor
CHARLES E. BURNETT - Recorder
GEORGE R. LEWIS - City Attorney
R. W. DICKSON - - - Treasurer
DR. I. U. TEMPLE, City Health Officer
C. E. LEMONS - - Chief of Police
WM. BATCHELOR - - Fire Chief
ALFA A. PETERS, Street Commissioner
PETER BELLOMO - - - Sexton

N THE TRANSCONTINENTAL AIR LINE

HOME OF THE ROUND-UP

PENDLETON OREGON

COUNCILMEN

ROY BUCHANAN
J. DE WILDE
GEORGE FERGUSON
PAUL KAIP
J. A. MONESE
E. C. OLSEN
JOE STOVER
J. K. THOMPSON

OFFICE OF
Recorder

CITY OF PENDLETON

June 22,1935.

Mr. R. H. Baldock,
Highway Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

The Common Council of The City of Pendleton has noticed that the pathway, to the South of the new West approach highway to Pendleton, is being placed quite a bit lower than the highway and strongly urges that steps be taken at once to place the path at least on the level with the highway and if possible at a higher level than the highway. The pathway as now being planned is on an average of 18 inches lower than the highway. With the pathway lower than the highway it is reasonable to expect that the gravel from the highway shoulders will be thrown on the pathway and then, too, mud and water would be splashed on pedestrians using the pathway.

Trusting that you will use every means to have this corrected and thanking you for the courtesy of your attention, we are,

Very truly yours,

The City of Pendleton,

By Charles E. Burnett
City Recorder.

Mr. Smith

Mr. Smith: Please prepare a letter of reply.

R.H.B.

FORM B-A-1 16819 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
June 8, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. L. Chandler,
Division Engineer,
Office.

Dear Sir:

Please arrange with Mr. Thompson so that he can be available to make an inspection of the Pendleton State Hospital-Ash St., landscaping project about Monday, June 10th, to have time soon thereafter to prepare the plans for that project.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H.Baldock

NOTED

Your Highway Engineer

FORM 8-A-1 10M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 23, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. N. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The sub-contract between Itschner and Rigdon and Mark Matyevich on the State Hospital-Ast St., Section of the Old Oregon Trail, meets the approval of this office.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

BY

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock

FORM S-A-1 18874 7503 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 15, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. Murray
Chief Engineer
O.-W. R. & N. Co.
Pittock Block
Portland, Oregon

NOTED
... Engineer

Dear Sir:

Reference is made to the Walters Spur on the State Hospital-Ash Street Unit of the Old Oregon Trail at Pendleton.

My understanding of our agreement was that the ties and rails were to be removed so that the spur could be regraded to the higher elevation and then the tracks would be replaced and the ballast furnished by our contractor.

I am advised by Mr. Williams, Division Engineer at La Grande, that your roadmaster at Pendleton considers it impractical to discontinue service long enough to remove and replace the track and wishes the track raised by tamping under the ties. Since the raise here is at least 2.5 feet and involves your bridge, I believe a much better and simpler job can be done by removing and replacing the track, especially since our contractor is not equipped to do extensive track work. You probably can arrange shipments so that the spur can be put out of use for about one week.

Will you kindly advise Mr. Williams at La Grande when it will be convenient for you to remove and replace the mill spur and drive the bridge. If possible, someone from your organization should go over the project with Williams to determine on the exact procedure, and the amount of new material needed.

Yours truly,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith
Construction Engineer

HGS:HI

cc Mr. W. C. Williams
Mr. R. H. Baldock

April 15, 1935

3 & C

Mr. W. W. McFarland
Canby, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract #1731 awarded to you on March 28th, 1935, for the construction of a bridge over Nelson Creek near Pendleton, on the Cold Springs Highway in Umatilla County.

This copy is for your records and files.

Very truly yours,

HBG:OG

Secretary

FORM S-N-1 20039 500 3-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

April 12, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Inasmuch as I do not have copy of the agreement between the State Highway Commission and the O.W.R.R.&N. Co. relative to method to be used in raising the Walter Mill spur track, I am writing you for advice in the matter:

The special provisions of the contract, paragraph 3, page 40, state that "grading work required in the raising of the spur track shall be performed immediately after the rails and ties are removed by the railroad company."

The Roadmaster at Pendleton states that the spur must be kept in constant service and that it will be impossible to remove rails. This means that the rails would have to be raised by tamping under the ties, which is impossible for the contractor to do with his present equipment, which consists of tractors and scrapers only. The track to be raised is about .25 of a mile and the yardage is approximately 1800 cubic yards. This work can be performed in not to exceed three days.

This spur is not used very often and Resident Engineer Swift advises me that he has seen it used only three times during the last three weeks. It would, therefore, appear that the railroad company could make arrangements for non-useage of the spur for a three or four day period.

I would appreciate your advising me immediately if any such arrangements were covered in the agreement with the railroad company. If not, it may be necessary to allow the contractor extra compensation for the raising of the track in place.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

#1716

STANDARD OIL COMPANY OF CALIFORNIA

38

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASH.

April 9, 1935

C. J. Montag & Son,
Portland, Oregon

Bridge over Umatilla River
near Pendleton, Oregon

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

So that we may have complete information in our files concerning the work in which the above contractors are engaged near Pendleton, Oregon, known we believe as Job 1716, to which we are delivering our products will you please fill out and return the attached form to us?

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA,

By R. T. Vivian EBG
District Sales Manager

Attach

NRA
WE DO OUR PART

#1708

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASH.

April 9, 1935

Itchner & Rigdon
Barlow, Oregon
Grading and surfacing
1 mile road Pendleton city
limits to State Hospital

State of Oregon
Department of Highways,
Salem, Oregon

Gentlemen:

Will you kindly fill out and return to us the attached form, so that we may have complete information in our files concerning the work in which the above contractors are engaged, known we believe as Job 1708, to which we are delivering our products.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA,

By R. T. Vivian FBG.
District Sales Manager

Attach

NRA MEMBER U.S. WE DO OUR PART

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the State Hospital-Ash Street Section in Pendleton, Project No. NRM 38-C (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 38-C (1935)

STATE HOSPITAL-ASH ST. SECTION 1H

PENDLETON OH THE OLD OREGON TRAIL 1H

UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

Roadwork

All Required		Clearing and Grubbing			$ 1,000.00
70	cu. yds.	Trench Excavation	$1.50		105.00
8,500	" "	Common Excavation	0.26		2,210.00
300	" "	Solid Rock Excavation	0.85		255.00
37,000	" "	Gravel Embankment in Place	0.26		9,620.00
38,000	yd. sta.	Overhaul	0.02		760.00
300	yd. mi.	Trunk Haul	0.20		60.00
1.8	miles	Finishing Roadbed and Slopes	150.00		270.00
1,800	lin. ft.	Rounding Cutbanks	0.15		270.00
2,400	sq. yds.	Removal of Old Pavement	0.50		1,200.00
170	lin. ft.	18" Concrete Pipe	2.60		442.00
1,100	cu. yds.	Crushed Rock Surfacing	1.70		1,870.00
600	" "	Crushed Rock Shoulders	1.70		1,020.00
150	" "	Rock Base for Footpaths	2.00		300.00
200	" "	Filler	0.50		100.00
400	yd. mi.	Hauling Filler	0.20		80.00
150	M-Gals.	Sprinkling	1.50		225.00
1,600	cu. yds.	Mineral Aggregate in Place	3.20		5,120.00
75	tons	Asphalt in Place	35.00		2,625.00
18	"	No. 3 Road Oil in Place	35.00		630.00
14	"	Cutback or Emulsified Asphalt in Seal Coat	40.00		560.00
All Required		Reestablishment of O.F.R.R. & N. Tracks			6,000.00
					$34,722.00

Nelson Creek Bridge

235	cu. yds.	Excavation	$1.00	$ 235.00
20	" "	" below plans	1.25	25.00
135	" "	Class "A" Concrete	18.50	2,497.50
26	" "	" age "	20.00	520.00
23,000	lbs.	Metal Reinforcement	0.625	1,437.50
68	lin. ft.	Concrete Handrail	4.50	306.00
				$ 5,021.00

Sub-total, Roadway	$39,743.00
10% Engr. & Cont.	3,974.30
Total, Roadway	$43,717.30

UMATILLA RIVER BRIDGE

1,000	cu. yds.	Excavation		$5.00	$5,000.00
100	" "	Excavation below Plans		4.00	400.00
400	" "	Class "A" Concrete		18.00	7,200.00
860	" "	Class "P" Concrete		20.00	17,200.00
184,000	lbs.	Metal Reinforcement		0.055	10,120.00
720	lin. ft.	Concrete Handrail		3.00	2,160.00
			Sub-total, Bridge		$42,080.00
			10% Engr. & Cont.		4,208.00
			Total, Bridge		$46,288.00

Length of Roadway	0.937 mile
" " Umatilla River Bridge	0.067 "
Total Length	1.004 "
Cost per mile, Roadway	$46,656.67

NRM Funds Requested:

Roadway	$43,717.30
Bridge	46,288.00
	$90,005.30

State Funds for Constructions Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931

State Funds for Maintenances Chap. 44, Laws 1927; Chap. 88, Laws 1931

38-C

April 2, 1935

Mr. Oscar Cutler
O f f i c e

Dear Sir:

I hand you herewith four copies of the agreement between the State Highway Commission and the City of Pendleton providing for the maintenance by the city of the bridge to be constructed over Nelson Creek on the relocation of the Cold Springs Highway at its wye connection with the Old Oregon Trail within the city limits of Pendleton, being project No. NRM 38-C, 1935.

Very truly yours,

HBG:OG
encls.

Secretary

10875 10M 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

March 27, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
O f f i c e

Dear Sir:

Herewith four copies of supplemental agreement with the city authorities of Pendleton, covering construction of the bridge over Wilson Creek on the relocation of the Cold Springs Highway within the City of Pendleton, as heretofore executed, properly signed by the city officials. This is for signature of the State Highway Commission.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Orcer Cutler
Asst. Office Engineer

OC:MB

Encl.

ON THE TRANSCONTINENTAL AIR LINE

HOME OF THE ROUND-UP

PENDLETON OREGON

CITY OF PENDLETON

CITY OFFICIALS

C. A. MOLL . . . . Mayor
CHARLES E. BURNETT . Recorder
GEORGE R. LEWIS . City Attorney
H. W. DICKSON . . . Treasurer
DR. I. U. TEMPLE, City Health Officer
C. E. LEMONS . . Chief of Police
WM. BATCHELOR . . Fire Chief
ALFA A. PETERS, Street Commissioner
PETER BELLOMO . . . Sexton

COUNCILMEN

ROY BUCHANAN
J. DE WILDE
GEORGE FERGUSON
PAUL KAIP
J. A. MONESE
E. C. OLSEN
JOE STOVER
J. K. THOMPSON

OFFICE OF
Recorder

March 23,1935.

Oregon State Highway Commission,
Salem, Oregon.

attention:-
Mr. Oscar Butler,
asst. office Engineer.

Gentlemen:-

Complying with your letter of March 15th we are enclosing the four agreements (signed by our Mayor, C.A.Moll) and the four copies of the Resolution and the four copies of section 2, Article 4 of Charter of City of Pendleton, all relative to the maintenance of the proposed bridge across Nelson Creek.

Trusting all is in order and thanking you for your attention, we are,

Very truly yours,

The City of Pendleton,

By., Charles E. Burnett
City Recorder.

March 29, 1933

38-C

Mr. W. W. McFarland
Canby
Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 28 for the construction of a bridge over Nelson Creek on the Old Oregon Trail wye connection to the Gold Springs Highway in Umatilla County, and has awarded to you the contract for such work at your bid price of $5,091.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

LF

cc Bridge Dept.

S-23-B

1731

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER NATIONAL INDUSTRIAL RECOVERY ACT.

3 28-35

The City of Pendleton (municipality or political subdivision), State of Oregon, hereinafter referred to as the City, and the Oregon State Highway Commission (State highway organization), hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the ~~improvement of~~ construction of a bridge over Nelson Creek on ~~miles of the~~ the municipal Cold Springs (municipal, or secondary or feeder) highway from Station 1631+50 to Station 1631+80, known as Relocation of the Cold Springs and Old Oregon Trail (local name of street or road), and to be designated as Oregon (State) project No. NRM 38-C (1935), and will recommend its approval by the Secretary of Agriculture for construction with funds apportioned to the State under Section 204 of the National Industrial Recovery Act; subject, however, to the condition that the City (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said City (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Secretary of Agriculture, and agrees that if such project is approved and constructed by the Highway Department and the Secretary of Agriculture it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said City (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets as may be used as detours during the performance of the work on the aforementioned project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City (municipality or political subdivision) on the 22nd day of March, 1935, and the Highway Department on the 28th day of March, 1935.

City of Pendleton
(Municipality or political subdivision)
By C. A. Moll
Mayor

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)
By [signature]
As Chairman
By [signature]
As Commissioner
By [signature]
As Commissioner

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Bureau of Public Roads.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Pendleton that Honorable C. A. Moll, Mayor of the City of Pendleton, be, and he is, hereby authorized to sign and enter into a contract with the Oregon State Highway Commission on behalf of the City of Pendleton whereby the said City shall agree to bear the cost, if any, of maintaining a bridge over Nelson Creek on the municipal Cold Springs Highway from Station 1631 plus 50 to Station 1631 plus 80 known as the Old Oregon Trail and to be designated as Oregon Project N R M 38 C, 1935, which contract was submitted to the City by the Oregon State Highway Commission and enclosed in its letter of March 15, 1935.

STATE OF OREGON,)
) ss.
County of Umatilla,)

I, Charles E. Burnett, the duly appointed, qualified and acting Recorder of the City of Pendleton, Oregon, do hereby certify that the foregoing is a true and correct copy of the original resolution passed by unanimous vote of three-fourths majority of the elected members of the Common Council of the City of Pendleton at its regular meeting on the 22nd day of March, 1935, the original of which resolution is on file and a part of the records of the City of Pendleton in my office.

Charles E. Burnett
City Recorder.

ARTICLE IV, Section 2,

of the

Charter of the City of Pendleton,

Oregon.

Section 2- The Common Council shall have power within the limits of the City of Pendleton:

1. To make by-laws and ordinances and pass resolutions not repugnant to the laws of the United States.

21. Streets: To regulate the opening of street surfaces, the laying of gas, water and sewer mains and pipes, and the erection of gas, electric or other lights, and the repairing and maintaining of the same.

STATE OF OREGON,)
) ss.
County of Umatilla,)

I, Charles E. Burnett, the duly appointed, qualified and acting Recorder of the City of Pendleton, Oregon, hereby certify that the above is a true and correct transcript of Article IV, Section 2 of the Charter of the City of Pendleton, Oregon, on file in my office.

Charles E. Burnett
City Recorder.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 38-C (1935), bridge over Nelson Creek at Pendleton, to W. W. McFarland, Canby, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

March 21, 1935

C. J. Montag & Sons
Couch Building
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1716 awarded to you on February 28, 1935, for the construction of a bridge over the Umatilla River near Pendleton, on the Old Oregon Trail in Umatilla County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 18, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon U. S. Public Works project NRM 38-C (1935) for which estimate to accompany plans for Nelson Creek bridge was recently submitted.

Since the Nelson Creek bridge is to be constructed on the wye connection, it is considered an appurtenance to the roadway, and should be claimed on the voucher as roadway rather than as bridge.

When preparing the project agreement estimate, will you please include the contract cost of the Nelson Creek bridge with the roadway cost and show the Umatilla River bridge cost separately.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

FORM S-E-1 10058 SM 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 15, 1935.

Mr. E. B. Aldrich,
State Highway Commissioner
Pendleton, Oregon.

Dear Mr. Aldrich:

I am attaching hereto blueprint of a sketch which we made of the bridge over Umatilla River at Pendleton. The tracing was sent to you several days ago in order that you might have a cut made. I understand from Mr. Baldock that you desire some further data in connection with this structure. In response to this advice, the following is submitted:

This bridge consists of five spans, the two outer spans being 50 feet in length, the next two 70 feet and the central span 90 feet, with an additional 12 feet on either end as a skew span. The total length of the structure is 354 feet. The roadway width is 26 feet with two 3'6" sidewalks.

Contract for this structure was let on the 28th day of February, 1935 to the firm of C. J. Montag & Sons for the sum of $42,060.00. The quantities involved are as follows:

1,000 cu.yds	Excavation	$5.00	$5,000.00
100 cu.yds	Excav. Below Elev. Shown	4.00	400.00
400 cu.yds	Cl. "A" Concrete	18.00	7,200.00
860 cu.yds	Cl. "D" Concrete	20.00	17,200.00
184,000 pounds	Metal Reinf.	.055	10,120.00
720 lin.ft	Concrete Handrail	3.00	2,160.00
	Amount of Contract		$42,060.00

The external appearance of this structure as seen in side elevation is similar to that of a series of arches. However, the structure is not an arch but a series of continuous beam spans. The term "continuous beam" is used by structural designers to distinguish this type of construction from one wherein each individual span is a unit in itself. To illustrate this point I am attaching hereto a sketch indicating a three span simple

beam design and an equivalent design utilizing continuous beam construction.

In the simple beam each span is an independent structural unit. A load on the end span of this group will cause this span to deflect downwardly in a concave curve without transmission of stress or deformation into adjacent spans. A load on the end span of a continuous beam, on the other hand, will cause the loaded span to deflect downwardly while the adjacent span is tipped upwardly, the general deflection arrangement being as indicated on dotted outline on the attached sketch.

The advantages accruing through the use of the continuous beam principle are obvious. It is a much more rigid type of construction. It also involves the use of less material. In order to explain just why this is so, we must go back to 1833 when Clapeyron, a noted French scientist demonstrated the fact that the actual work or energy released during the deformation of any structural frame under a system of loads was always equal to the sum of one-half of the product of each load and the displacement of its point of application.

This theorem in connection with the fundamental law of conservation of energy formed the basis of a second well known theory which may be stated as follows: In any structural frame under load, the energy released by the loads as they deform the structure will always equal the internal energy absorbed by the structure.

With this last fact as a basis, it is apparent that the energy given up by the load in the simple span must be entirely absorbed by the internal stress energy in this one span alone as it is entirely separate and distinct from the other spans. In the continuous span, however, the stress energy or internal energy can be distributed over all of the spans as they are rigidly connected together. In the continuous beam arrangement, therefore, there is a much longer length of beam to absorb the load. This results in a lowering of unit stress and consequently renders it possible to design the beam sections in smaller dimensions with a marked saving in material.

The distribution of internal or resilient energy also operates to cut down the deformations under given loading and therefore results in a stiffer or more rigid structure. Notwithstanding the manifold advantages accruing through the use of the continuous beam principle, engineers for many years were hesitant to depart from the conventional simple beam arrangement. One reason

for this was doubtless the general hesitancy on the part of builders to depart from old established principles. Another reason lay in the difficulty involved in evaluating accurately the stress distribution over the haunches. As above stated, the mathematics involved were quite complicated and rather tedious. The calculations involved required some little time, and in many cases it was necessary to get out designs upon short notice and with help which was not properly trained to be truly dependable for this class of work.

A few years ago Professor George E. Beggs of Princeton University invented a machine known as the Beggs Deformeter. This device consists essentially in a series of clamps or straining mechanisms by means of which small celluloid models of any structure can be given artificial and predetermined deformations in any direction, linear or angular. In connection with these straining clips the Beggs Deformeter includes a series of filar micrometer microscopes which may be placed over any point on the model to determine accurately its behavior under load. The Beggs machine furnished a mechanical or visual check on the algebraic or analytical methods heretofore used. Engineers were thus enabled to investigate structures which hitherto had been of a highly indeterminate character.

The State of Oregon purchased a machine of this kind seven or eight years ago and have developed the design of continuous beams and rigid frames to a rather high degree. The majority of our concrete beam or girder bridge structures now involve either the continuous beam or rigid frame principle. We have also extended the utilization of this principle to many of our steel bridges.

The above outline is rather sketchy, and is submitted with the thought that perhaps you might want to make use of certain portions of it in your write-up of the Umatilla Bridge.

Very cordially yours,

CBM:AP

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate covering the Nelson Creek Bridge on Oregon U. S. Public Works highway project No. NRM 38-C (1935), State Hospital-Ash St. section in Pendleton, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

March 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Nelson Creek Bridge, Project No. NRM 38-C (1935).

Five bid proposals and five blueprint copies of the plan summary sheet are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 38-C (1935)

STATE HOSPITAL-ASH ST. SECTION IN

PENDLETON ON THE OLD OREGON TRAIL IN

UMATILLA COUNTY

(Estimate to accompany plans for Nelson Creek Bridge. Not as basis for project agreement.)

Salem, Oregon, March 11, 1935

Roadwork (New Bid Prices)

All Required		Clearing and Grubbing			$ 1,000.00
70	cu. yds.	Trench Excavation	$ 1.50		105.00
8,500	cu. yds.	Common Excavation	0.26		2,210.00
300	cu. yds.	Solid Rock Excavation	0.85		255.00
37,000	cu. yds.	Gravel Embankment in Place	0.26		9,620.00
38,000	yd. sta.	Overhaul	0.02		760.00
300	yd. mi.	Trunk Haul	0.20		60.00
1.8	miles	Finishing Roadbed and Slopes	150.00		270.00
1,800	lin. ft.	Rounding Cutbanks	0.15		270.00
2,400	sq. yds.	Removal of Old Pavement	0.50		1,200.00
170	lin. ft.	18" Concrete Pipe	2.60		442.00
1,100	cu. yds.	Crushed Rock Surfacing	1.70		1,870.00
600	cu. yds.	Crushed Rock Shoulders	1.70		1,020.00
150	cu. yds.	Rock Base for Footpaths	2.00		300.00
200	cu. yds.	Filler	0.50		100.00
400	yd. mi.	Hauling Filler	0.20		80.00
150	M-Gals.	Sprinkling	1.50		225.00
1,600	cu. yds.	Mineral Aggregate in Place	3.20		5,120.00
75	tons	Asphalt in Place	35.00		2,625.00
18	tons	No. 3 Road Oil in Place	35.00		630.00
14	tons	Cutback or Emulsified Asphalt in Seal Coat	40.00		560.00
All Required		Reestablishment of O.W.R.R. & N. Tracks			6,000.00
			Sub-total		$ 34,722.00
			10% Engr. & Cont.		3,472.20
			Total		$ 38,194.20

UMATILLA RIVER BRIDGE (Low Bid Prices)

1,000	cu. yds.	Excavation	$ 5.00	$ 5,000.00
100	cu. yds.	Excavation below Plans	4.00	400.00
400	cu. yds.	Class "A" Concrete	18.00	7,200.00
860	cu. yds.	Class "D" Concrete	20.00	17,200.00
184,000	lbs.	Metal Reinforcement	0.055	10,120.00
720	lin. ft.	Concrete Handrail	3.00	2,160.00
				$ 42,080.00

NELSON CREEK BRIDGE ON BYE CONNECTION (Estimated Prices)

235	cu. yds.	Excavation	$ 3.00	$ 705.00
20	cu. yds.	Excavation below Plans	5.00	100.00
135	cu. yds.	Class "A" Concrete	21.00	2,835.00
26	cu. yds.	Class "D" Concrete	22.00	572.00
23,000	lbs.	Metal Reinforcement	0.055	1,265.00
68	lin. ft.	Concrete Handrail	5.00	340.00
				$ 5,817.00

Sub-total, Bridges	$ 47,897.00
10% Engr. & Cont.	4,789.70
Total, Bridges	$ 52,686.70

Length of Roadway	0.937	mile
" " Umatilla River Br.	.067	"
Total Length	1.004	miles

NEW Funds Requested:

Roadway- -	$ 38,194.20
Bridges- -	52,686.70
	$ 90,880.90

March 11, 1935

78 C

C. J. Montag & Sons
Couch Building
Portland, Oregon

Gentlemen:

We are today returning to you by express four copies each of the following contracts recently awarded you by the State Highway Commission:

Contract 1716, construction of a bridge over the Umatilla River on the Old Oregon Trail near Pendleton.

Contract 1718, construction of a bridge over Chehalem Creek on the West Side Pacific Highway near Newberg.

The contracts as signed are not satisfactory to the State Highway Commission. We require that all of the partners in the partnership shall sign both the contract agreement and the bond. Will you please have these contracts signed in this manner and return all copies to this office for further execution on the part of the State Highway Commission.

Very truly yours,

HBG:OG

Secretary

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

March 9, 1935.

38 C

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Re: Contract No. 1716 - C. J. Montag and Sons

We are sending you under separate cover contracts in quadruplicate for the construction of a bridge over Umatilla River on the Old Oregon Trail Highway in Umatilla County.

When these have been signed, will you kindly return one copy for our records.

Very truly yours,

BATES, LIVELY & PEARSON

By Fred Reed

GHJ

March 5, 1935

38-C

C. J. Montag & Sons
Second Floor, Couch Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express, four copies of State Highway Contract No. 1716 which was awarded to you by the State Highway Commission on February 28 for the construction of a bridge over the Umatilla River on the Old Oregon Trail in Pendleton, Umatilla County.

Please have all four copies of this contract properly executed as to agreement and bond and return all copies of the contract to this office for the approval of the State Highway Commission. When this is secured a fully executed copy will be returned to you for your records and files. A copy will also be furnished the surety on your bond.

Your special attention is called to the paragraph under Section 5 of the General Provisions, and also the paragraph in the Special Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work in strict conformance thereto.

Yours very truly,
STATE HIGHWAY COMMISSION

By

AC Secretary

FORM S-M-1 10723 500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON
March 1, 1935

385

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

There are several details relating to the landscaping of the State Hospital-Ash Street Section of the Old Oregon Trail that should be worked out immediately. Doctor McNary has some ideas relative to the moving and placing of his ornamental fence as well as transplanting of shrubery. Therefore, I would appreciate Mr. Thomson, Landscape Architect, looking over the project as soon as convenient in order that we may have some definite idea of just what is planned.

Will you kindly advise me when you consider it likely that Mr. Thomson can come over.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc Mr. R. H. Baldock

38C

March 1, 1935

C. J. Montag & Sons
Couch Building
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 28 for the construction of a bridge over Umatilla River on the Old Oregon Trail in Pendleton, and has awarded to you the contract for such work at your bid price of $42,080.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Bridge Dept.

B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works highway project NRM 38-C (1935), bridge over Umatilla River at Pendleton, Old Oregon Trail, to C. J. Montag & Sons, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

2/28/35

S-23-B

1708

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER NATIONAL INDUSTRIAL RECOVERY ACT.

2-21-35

The City of Pendleton (municipality or political subdivision), State of Oregon, hereinafter referred to as the City, and the Oregon State Highway Commission (State highway organization), hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the construction of a bridge over the Umatilla River on the Old Oregon Trail municipal highway (municipal, or secondary or feeder) from _____ to _____, known as relocation of the Old Oregon Trail in the City of Pendleton (local name of street or road), and to be designated as Oregon (State) project No. NRM 38-C (1935), and will recommend its approval by the Secretary of Agriculture for construction with funds apportioned to the State under Section 204 of the National Industrial Recovery Act; subject, however, to the condition that the City (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said City (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Secretary of Agriculture, and agrees that if such project is approved and constructed by the Highway Department and the Secretary of Agriculture it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said City (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets as may be used as detours during the performance of the work on the aforementioned project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City (municipality or political subdivision) on the 23rd day of February, 1935, and the Highway Department on the 28th day of February, 1935.

City of Pendleton
(Municipality or political subdivision)
By C. A. Moll
Mayor

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)
By [signature]
As Chairman
By [signature]
As Commissioner
By [signature]
As Commissioner

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Bureau of Public Roads.

ARTICLE IV, SECTION 2-CHARTER OF CITY OF PENDLETON.

SECTION 2- The common council shall have power within the limits of the City of Pendleton:

1. To make by-laws and ordinances and pass resolutions not repugnant to the laws of the United States.

23. STREET GRADES: To establish and regulate the grades of the streets, and to define and fix the boundaries of same with proper monuments; to build and construct sidewalks of such material as the council may determine; to provide for the removal of all obstructions from the public highways and works, streets and side and cross walks, and to provide for the construction, improvement, repair and cleaning of the same, and of gutters and sewers, and to compel by ordinance the owners of lots to make such improvements and repairs and build, construct and repair sidewalks, sewers, ditches and gutters of such material as the council may determine, adjacent to or abutting on such lots, at the expense of such owners; and to provide for selling the lots adjacent to or abutting on which any such works or improvements may be constructed or made, for the purpose of paying the costs of the same and the costs and expenses of the sale thereof, and to provide the manner in which such improvements shall be made, and the expenses thereof, which shall be assessed and collected in the manner hereinafter provided.

STATE OF OREGON, |
County of Umatilla, | ss.
City of Pendleton, |

THIS IS TO CERTIFY that the foregoing is a true and correct copy and transcript of sub-division 1 and 23 of Section 2 of Article IV of the Charter of the City of Pendleton and the whole thereof and constitutes the authority for the City Council to pass ordinances and resolutions and to lay out and maintain streets within the corporate limits of the City of Pendleton.

DATED this 25th day of February, 1935.

Charles E. Burnett
Recorder of the City of
Pendleton.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works highway project NRM 38-C (1935), Umatilla River Bridge in Pendleton, Old Oregon Trail, have today been recommended for approval. This is your authority for advertising.

In figuring the length of this project, the connections to the Cold Springs Highway should be disregarded as they are not a part of the length of this project. The length used is for net length of roadway, according to the plans submitted on January 15, 1935, is 0.942 mile, which is now changed to 0.937 mile. The length of the bridge is 0.067 mile, making a total net length of 1.004 miles.

In the instant case it is incorrect to include the lengths of the various wye branches to the length of the project. Please correct when submitting the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

February 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sirs

Herewith are enclosed six copies of estimate to accompany plans for the Umatilla River Bridge, Project No. NRM 38-C (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. HRM 38-C (1935)

STATE HOSPITAL-ASH ST. SECTION IN

PENDLETON ON THE OLD OREGON TRAIL IN

UMATILLA COUNTY

(Estimate to accompany plans for Umatilla River Bridge. Not as basis for project agreement.)

Salem, Oregon, February 11, 1935

Roadwork (Less Bid Prices)

All Required		Clearing and Grubbing		$ 1,000.00
70	cu. yds.	Trench Excavation	$1.50	105.00
8,500	" "	Common Excavation	0.26	2,210.00
300	" "	Solid Rock Excavation	0.85	255.00
37,000	" "	Gravel Embankment in Place	0.26	9,620.00
38,000	yd. sta.	Overhaul	0.02	760.00
300	yd. mi.	Truck Haul	0.20	60.00
1.8	miles	Finishing Roadbed & Slopes	150.00	270.00
1,800	lin. ft.	Rounding Cutbanks	0.15	270.00
2,400	sq. yds.	Removal of Old Pavement	0.50	1,200.00
170	lin. ft.	18" Concrete Pipe	2.60	442.00
1,100	cu. yds.	Crushed Rock Surfacing	1.70	1,870.00
600	" "	Crushed Rock Shoulders	1.70	1,020.00
150	" "	Rock Base for Footpaths	2.00	300.00
200	" "	Filler	0.50	100.00
400	yd. mi.	Hauling Filler	0.20	80.00
150	M-Gals.	Sprinkling	1.50	225.00
1,600	cu. yds.	Mineral Aggregate in Place	3.20	5,120.00
75	tons	Asphalt in Place	35.00	2,625.00
18	"	No. 3 Road Oil in Place	35.00	630.00
14	"	Cutback or Emulsified Asphalt in Seal Coat	40.00	560.00
All Required		Reestablishment of O.W.R.R. & N. Tracks		6,000.00
			Sub-total.....	$ 34,722.00
			10% Engr. & Cont.	3,472.20
			Total.....	$ 38,194.20

UMATILLA RIVER BRIDGE (Estimated Prices)

1,000	cu. yds.	Excavation	$3.00	$ 3,000.00
100	" "	Excavation below Plans	5.00	500.00
400	" "	Class "A" Concrete	22.00	8,800.00

860	cu. yds.	Class "D" Concrete	$22.00	$18,920.00
184,000	lbs.	Metal Reinforcement	0.05	9,200.00
720	lin. ft.	Concrete Handrail	5.00	3,600.00
			Sub-total.....	$44,028.00
			10% Engr. & Cont.	4,402.00
			Total.....	$48,422.00

Length of Roadwork (Old Oregon Trail) 0.937 mile

Roadwork on West Leg of Wye Connection (Pendleton-Cold Springs Hwy.)
(Sta.1359+20 to 1365+20) (Sta. 1367+94.1=
1630+68.2 to 1629+95) 0.171 mile
(Sta. 1365+50 to 1367+94.1 = 1630+68.2) (Exception) 0.046 mile

Roadwork on East Leg of Wye Connection (Pendleton-Cold Springs Hwy.)
(Sta. 1627+92 to 1635+03) 0.129 mile

Total Length (Participating Roadway)	1.237 miles
Gross Length of Roadway	1.283 miles
Length of Umatilla River Bridge	0.067 mile
Total Length	1.350 miles
Cost per mile roadwork	$30,876.47

ERA Funds Requested:

Roadwork	$38,194.20
Umatilla River Bridge	48,422.00
	$86,616.20

NRM-38

February 12, 1935

E. H. Itschner & E. L. Rigdon
Barlow
Oregon

Gentlemen:

We are sending you today by express to CANBY four copies of Contract No. 1708 which was awarded to you by the State Highway Commission on February 9 for the construction of the State Hospital-Ash Street Unit of the Pendleton Section of the Old Oregon Trail Highway in Umatilla County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract and on the page marked "Special Provisions" relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

38C

February 11, 1938

W H LYNCH DISTRICT ENGINEER
U S BUREAU OF PUBLIC ROADS
POSTOFFICE BUILDING
PORTLAND OREGON

APPRECIATE YOUR CONCURRING IN AWARD TO ITSCHNER AND RIGDON STATE HOSPITAL ASH STREET UNIT PENDLETON SECTION OF OLD OREGON TRAIL PUBLIC WORKS PROJECT NPM38-C

R H BALDOCK
STATE HIGHWAY ENGINEER

RHB:AJ

HGS/H

CC to
R. H. Baldock

FORM S-A-1 10810 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 11, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. Murray,
Chief Engineer,
O. W. R. & N. Co.,
Portland, Ore.

Dear Sir:

State Highway Engineer

We are forwarding blue prints of the State Hospital-Ash St. Unit of the Old Oregon Trail at Pendleton, corrected in accordance with your letter of February 6th.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRM 38 (1935), Pendleton section of the Old Oregon Trail, to Itschner & Rigdon, Barlow, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

38C

February 3, 1935

Itschner & Rigdon,
Barlow, Oregon

Gentlemen:

This letter is to confirm our wire to you of this date anvising that the State Highway Commission awarded you today the contract for the construction of the State Hospital-Ash Street Unit of the Pendleton Section of the Old-Oregon Trail in Umatilla County for which you submitted the low bid on January 31, 1935.

Please consider this letter as your authority and our request to commence construction operations immediately notwithstanding the fact that the contract forms have not yet been signed. The contracts are now being prepared and will be mailed to you within the near future for acceptance.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC Secretary

cc - S. H. Probert

PACIFIC TELEGRAPH

SALEM OREGON
FEBRUARY 9, 1935

ITSCHNER & RIGDON
BARLOW, OREGON

STATE HIGHWAY COMMISSION AWARDS YOU TODAY

CONTRACT FOR CONSTRUCTION OF PENDLETON PROJECT ON BASIS YOUR

BID SUBMITTED JANUARY THIRTY FIRST STOP YOU ARE HEREBY

AUTHORIZED AND REQUESTED TO COMMENCE OPERATIONS IMMEDIATELY

STOP CONTRACT FORMS FOLLOW SHORTLY

H B GLAISYER SECRETARY
STATE HIGHWAY COMMISSION

380

PACIFIC TELEGRAPH

SALEM OREGON
FEBRUARY 9, 1935

ITSCHNER & RIGDON
BARLOW, OREGON

STATE HIGHWAY COMMISSION AWARDS YOU TODAY CONTRACT FOR CONSTRUCTION OF PENDLETON PROJECT ON BASIS YOUR BID SUBMITTED JANUARY THIRTY FIRST STOP YOU ARE HEREBY AUTHORIZED AND REQUESTED TO COMMENCE OPERATIONS IMMEDIATELY STOP CONTRACT FORMS FOLLOW SHORTLY

H B GLAISYER SECRETARY
STATE HIGHWAY COMMISSION

February 1, 1935

38-C

Mr. Oscar Cutler
O F F I C E

Dear Sir:

I am returning to you herewith three copies each of the following agreements covering the matter of maintenance of several municipal federal aid projects:

1. Agreement with the City of Hillsboro covering improvement of Tualatin Valley Highway between Range Street and 5th. Street.

2. Agreement with the City of Forest Grove for the improvement of Tualatin Valley Highway between 2nd Street and 7th Street.

3. Agreement with the City of Pendleton for the improvement of the Old Oregon Trail from the Eastern Oregon State Hospital to Court Street.

4. Agreement with Multnomah County for the construction of a bridge over Columbia Slough on north Vancouver Avenue extension.

These agreements have all been signed by the State Highway Commission and are handed to you for further disposal. I have retained the original of each pending the writing of the minutes and will hand them to you as soon as I have no further use for them.

Very truly yours,

HBG:OG
encls.

Secretary.

FORM S-A-1 10310 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 30, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. Murray,
Chief Engineer,
Union Pacific System,
Portland, Ore.

Dear Sir:

NOTED
State Highway Engineer

Under separate cover we are forwarding 6 blue prints of the vicinity map and 6 blue prints of the project map for the State Hospital-Ash Street Unit at Pendleton.

These have been made in conformity with Mr. Roberts' notes of January 29th, in which he asked for certain information pertaining to the Walters Mill Spur.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

NRM 33

January 26, 1935

Umatilla County
Old Oregon Trail Highway
State Hospital-Ash Street Section, Pendleton
Grading, Surfacing, and Bituminous Macadam
Station 1552 to 1405+04.

Estimate of Cost for Comparison of Bids by W.C.Williams, Division Engineer

	Quantities	Unit Price	Amount
Clearing and Grubbing	All		1,000.00
Trench Excavation	70 cu.yd.	1.00	70.00
Common Excavation	8,500 cu.yd.	.30	2,550.00
Solid Rock Excavation	300 cu.yd.	1.00	300.00
Gravel Embankment in Place	37,000 cu.yd.	.30	11,100.00
Overhaul	38,000 yd.st.	.02	760.00
Truck Haul	300 yd.mi.	.20	60.00
Finishing Roadbed and Slopes	1.8 miles	200.00	360.00
Rounding Cut Banks	1,800 lin.ft.	.10	180.00
Removal of Old Pavement	2,400 sq.yd.	.30	720.00
18" Concrete Pipe	170 lin.ft.	2.20	374.00
Crushed Rock Surfacing	1,100 cu.yd.	2.00	2,200.00
Crushed Rock Shoulders	600 cu.yd.	2.00	1,200.00
Rock Base for Footpath	150 cu.yd.	2.00	300.00
Filler	200 cu.yd.	.30	60.00
Hauling Filler	400 yd.mi.	.15	60.00
Sprinkling	150 m.gal.	2.00	300.00
Mineral Aggregates in Place	1,600 cu.yd.	3.00	4800.00
Asphalt in Place	75 tons	30.00	2,250.00
No. 3 Road Oil in Place	18 tons	30.00	540.00
Cutback or Emulsified Asphalt /in Seal Coat/	14 tons	30.00	420.00
Total			29,604.00
10% Engineering and Contingencies			2,960.40
TOTAL			32,564.40

RECEIVED
JAN 28 1935

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 16, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works highway project No. NRM 38-C (1935), the State Hospital-Ash Street Section in Pendleton on the Old Oregon Trail, have today been recommended for approval. This is your authority for advertising.

Copies of the usual city resolution covering encroachments should be obtained as soon as possible.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

We note that on the preliminary estimate for this project and also on the cost analysis for force account work in moving tracks by the O.W.R.& N. Ry. Co. the project has been designated as NRM 40-C, instead of NRM 38-C.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-M-1 15710 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 16, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

Confirming my telegram to you of January 14th, Dr. McNary advised me Monday that he would approve the right-of-way through the State Hospital grounds, as shown on our Pendleton project map and will also permit the taking of gravel from the gravel pit near the east boundary of the project. He did not wish to write a letter to this effect to the Board of Control, bu stated he was going to Salem this week on matters connected with the legislature and would at that time advise the Board of Control that he would not object to the right-of-way. He did state, however, that it was not his personal approval, as he would rather the highway was left as it is now, but realising the need of improvement at Pendleton, he stated the line as now located seems about the best we could secure, and he, therefore, would not oppose it. He suggested that you take this matter up with the Board of Control before his arrival at Salem, in order that they might be familiar with the matter.

As to the City of Pendleton's acquisition of right-of-way, this was fairly well covered in their letter of January 15th to Mr. Baldock. They are ready to close the option on the Hilton property immediately but desire written assurance from the Highway Commission that the project is going through. They seem to feel that some hitch in the construction plans might develop, in which event the City Council would be open to severe criticism by the Pendleton taxpayers for having purchased a tract of land for no use. They also advise that the house at station 138+ would be removed from the right-of-way as soon as the option is closed. If you, therefore, will have some written as urance furnished to the City that the project is definitely advertised for letting, I am sure they will proceed immediately with final acquisition of the property mentioned.

They are starting this week an S.E.R.A. project for the improvement of their Round Up stadium and during the course

FORM S-N-1 15718 500 6-54

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

of this work they will move the sheds which protrude into the new right-of-way at the west end of the Round Up buildings. This work will be undertaken first so that the work will be completed well before contractor is operating in that vicinity.

The Cooperative Grain Growers Association, who own the gasoline tank at approximate station 95, have secured a new location and are making immediate plans to remove the tank. This tank, of course, must be moved before the railroad spur as they could not be supplied with gasoline after the spur was moved. It is, therefore, quite evident that they will proceed immediately with the moving of the tank, but in the event that it was slightly delayed, it would not necessarily hamper the contractor's operations as it is outside the shoulder of the roadbed.

The City of Pendleton officials have done nothing further in reference to the Marpole tract, as it is their understanding that this matter is being handled by the O. W. R. R. & N. Company and Mr. Dever's office. If arrangements have been made for the condemnation of the Marpole tract, all other matters are in the clear and you need not hesitate with the calling of bids for the January 31st meeting.

Yours very truly

Division Engineer

WCW:BH

cc Mr. R. H. Baldock

38C

January 15, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the State Hospital-Ash St. Section in Pendleton, Project No. NRM 40-D (1935).

38-C

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

38-C

Oregon State Highway Department — U. S. Public Works
Project No. NHM 40-C (1935)

STATE HOSPITAL—4SW ST. SECTION IN

PENDLETON ON THE OLD OREGON TRAIL IN

UMATILLA COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, January 15, 1935

All Required		Clearing and Grubbing		$ 1,000.00
70	cu. yds.	Trench Excavation	$1.00	70.00
6,500	" "	Common "	.25	2,125.00
300	" "	Solid Rock "	1.00	300.00
37,000	" "	Gravel Embankment in Place	.35	12,950.00
38,000	yd. sta.	Overhaul	.02	760.00
300	yd. mi.	Truck Haul	.15	45.00
1.8	miles	Finishing Roadbed & Slopes	200.00	360.00
1,800	lin. ft.	Rounding Cut Banks	.10	180.00
2,400	sq. yds.	Removal of Old Pavement	.30	720.00
170	lin. ft.	18" Concrete Pipe	2.50	425.00
1,100	cu. yds.	Crushed Rock Surfacing	2.00	2,200.00
600	" "	" " Shoulders	2.00	1,200.00
150	" "	Rock Base for Footpaths	2.00	300.00
200	" "	Filler	.50	100.00
400	yd. mi.	Hauling Filler	.20	80.00
150	M-Gals.	Sprinkling	2.00	300.00
1,600	cu. yds.	Mineral Aggregate in Place	3.00	4,800.00
75	tons	Asphalt in Place	28.00	2,100.00
18	"	No. 3 Road Oil in Place	35.00	630.00
14	"	Cutback or Emulsified Asphalt in Seal Coat	28.00	392.00
All Required		Reestablishment of O.W.R.R. & N. Tracks		6,000.00
			Sub-total	$37,037.00
			10% Engr. & Cont.	3,703.70
			Total	$40,740.70

Length of Roadwork (Old Oregon Trail) 0.942 mile — 937 mi.

Roadwork on West Leg of Wye Connection (Pendleton-Cold Springs Hwy.)
(Sta. 1359+20 to 1365+20) (Sta. 1367+94.1 = 1630+68.2 to 1629+95) 0.171 mile
(Sta. 1365+50 to 1367+94.1 = 1630+68.2) (Exception) 0.046 mile

Roadwork on East Leg of Wye Connection (Pendleton-Gold Springs Hwy.)
(Sta. 1627+97 to 1633+05) <-- 0.129 mile

Total Length (Participating Roadway) ~~1.242 miles~~ 1.237 miles
Gross Length of Roadway ~~1.286 miles~~ 1.283 miles
Umatilla River Bridge 0.046 mile
Total Length 1.350 miles
Cost per mile roadwork ~~$32,802.49~~ 20,876.47

FHH Funds Requested ~~$40,740.70~~

Roadwork 35,194.20
Umatilla River Bridge 48,422.00
86,616.20

ESTIMATE OF COST OF WORK TO BE PERFORMED BY RAILWAY COMPANY'S FORCES FOR REESTABLISHING O.W.R.R. & N. COMPANY'S RAILWAY TRACKS FOR WALTER'S MILL SPUR AND FOR MOVING MIX TRACKS AT APPROXIMATE HIGHWAY STATIONS 1395 TO 1397, THIS WORK BEING NECESSARY TO PERMIT CONSTRUCTION OF THE HIGHWAY ON THE EAST PENDLETON SECTION, PROJECT NO. FRH 40-C (1935)

WALTER'S MILL SPUR
(Approximate Length, 1,100 Lin. Ft.)

Raising Track

360		Treated Cross Ties	$72.00	$ 259.20
All Required		Bolts, Nuts, Nut Locks, etc.		25.00
"	"	Track Spikes		30.00
"	"	Labor, Removing and Relaying Track		400.00
200	cu. yds.	Ballast	.50	50.00
				$ 764.20

Raising Bridge

360	lin. ft.	Piling	$1.00	$360.00
3	M-FBM	Lumber in Place	100.00	300.00
All Required		Labor, Raising Bridge		240.00
				$900.00
		Sub-total, (Walter's Mill Spur)		$1,664.20

MOVING MIX TRACK AT APPROXIMATE HIGHWAY STATIONS 1395 TO 1397
(Approximately 2,500 Lin. Ft. of Track)

485		Treated Cross Ties	$ .72	$ 349.20
5.74	tons	S. H. 100# Rails	16.80	96.43
19.71	"	S. H. 75# Rails	16.80	331.12
1	only	S. H. 100# Switch Replacing 80#	6.00	6.00
1	"	S. H. 100# Frog " 80#	6.00	5.00
2	"	S. H. 100# Guard Rails " 80#	1.50	3.00
55	cwt.	S. H. Joints	.20	11.00
260	"	S. H. Tie Plates	.20	52.00
All Required		Bolts, Nut, Nut Locks, etc.		40.00
"	"	Track Spikes		60.00
450	cu. yds.	Ballast	.25	112.50
All Required		Labor, relocating turnouts		500.00

All Required		Labor, Removing and Laying Tracks	$1,058.00
"	"	Install Road Crossing	62.00
"	"	Raising Signal Wires	70.00
"	"	Rearrange Signals	325.00
		Sub-total (Moving Wye Track)	$3,081.25
		Total	$5,509.65
		10% Supervision & Cont.	550.96
			$6,060.61

Use ------ $6,000.00

FORM S-M-1 19718 500 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 12, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

Relative to right of way for the City of Pendleton project, I have an appointment with the City Council of Pendleton for Monday, January 14th, and at that time will make arrangements for the immediate closing of the option on the Hilton track and the removal of the house at station 1382.

I am certain that the City officials will co-operate with us and proceed immediately with these details as soon as they are acquainted with the necessity of so doing.

I will also have a conference with Dr. McNary at the State Hospital and take up with him the matter of submitting his approval to the Board of Control for the right of way through the hospital grounds. I will advise you further as soonas these contacts have been made. I was unable to see either the city officials or Dr. McNary today, so had to wait until Monday.

Yours very truly

W. C. Williams

Division Engineer

WCW:BM

cc Mr. R. H. Baldock

cc Mr. R. H. [illegible]
Incl.

FORM S-N-1 10718 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

December 14, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

Replying to your letter of December 13th relative to the Pendleton-Cold Springs Highway connection with the proposed Pendleton west approach. In this letter you requested information concerning the apparent discrepancy in alignment back of station 1627, as shown on the map which I am returning to you.

I wish to advise that when there was some doubt as to the manner of connection to be made at this point, I stopped oiling of the Pendleton-Cold Springs Highway some distance back of station 1627, but after I had completed preparations of the plan of not abandoning the present Oregon Trail Highway, which plan is shown by the red line on the map, and secured your approval of the same, we proceeded with the oiling of the Cold Springs Highway entirely around the golf course Y to the connection with the Oregon Trail. However, the surfacing and oiling of this section was placed on the new alignment, which is the one shown on the inclosed map in red. Therefore, the present surfacing and oiling will extend from station 1627 ahead only and the oiling and surfacing back of station 1627 and on the golf course Y will not be disturbed.

As to the Nelson Canyon bridge, wish to advise that we submitted to the bridge department a vicinity map for this structure and on the vicinity map was shown proposed channel change, it being our assumption that the bridge department would design a type of structure and place the same where the channel change was shown. The type of structure recommended by me was a 19 foot treated timber span. All maps and profiles have been forwarded to your office and in the event that the bridge department requires additional information, kindly advise, returning the vicinity map, and I will furnish any information desired.

Yours very truly

W. C. Williams

Division Engineer

WCW:BH

cc Mr. R. H. Baldock
Incl.

FORM S-A-1 19745 15M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October 26, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Hon. Clive S. Cheshire,
County Judge,
Pendleton, Ore.

Dear Sir:

Your letter addressed to Mr. Baldock concerning the possibility of crushing the material for the Pendleton West Approach, has been referred to me for answering.

This job will be constructed from Federal funds and for that reason will have to be contracted. It would therefore be impossible to do any portion directly by State or County forces. Under present Federal regulations it is even impossible to obtain credit for any material on hand, therefore we would be precluded from crushing the rock and furnishing it to the contractor. I see no way therefore in which you can directly participate in the job.

The contractor is allowed to sublet 20% of the project and you might be able to make arrangements with him to furnish the crushed rock on the job.

Your very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

NOTED

CONTRACT #1709,

NRM 154-E Tenth St.-Powder River Unit, 1935
Baker Sec.

1709

154 E

October 18, 1935.

Standard Oil Company of California

Walla Walla, Washington

Attention: J. Jacobson

Gentlemen:

In response to your inquiry of October 16, you are advised that the United Contracting Company, Contract No. 1709, Tenth Street-Powder River Unit in Baker, was completed on July 12, 1935. This contract was accepted on July 26, 1935.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASH.

October 16, 1935

United Contracting Co.,
Portland, Ore.
Oregon State Highway Contract #1709

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

It is our understanding that the above contracting concern has finished the work of paving the Tenth Street Powder River Unit, Baker Section of the Old Oregon Trail in Baker County.

If this job has been officially accepted by your Department we would appreciate your advising the date of final acceptance.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA
R.T.Vivian
District Sales Manager

By J. Jacobson
District Credit Man

FBC:DH

NRA MEMBER U.S. WE DO OUR PART

#1709

154 C

September 20, 1935.

United States Fidelity & Guaranty Co.
C. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1709 for the construction of the Tenth Street-Powder River Unit - Baker Section of the Old Oregon Trail Highway in Baker County has been completed by the contractors, The United Contracting Company, 311 Stock Exchange Building, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or about September 30, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $23,026.78, including the final payment. Of this amount $326.59 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1709

154 E

September 12, 1936

Standard Oil Company of California,
Pacific Building,
Portland, Oregon.

Attention: F. M. Ewing.

Gentlemen:

Reference is made to your letter of September 9th concerning the United Contracting Co. Contract No. 1709 - Tenth Street-Powder River Unit, Baker Section in Baker County.

The last payment made on the above contract was for the semi-final, in amount $17,725.49. The warrant covering this payment was mailed to the contractors on August 6th. The retained percentage is $1,664.36. The final payment will probably be made within the next two weeks.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1709
Baker Co

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
L. L. CAMPBELL
DISTRICT SALES MANAGER
~~F. C. CRAGTMAN~~ T. F. GUNN
~~T. F. GUNN~~ G. H. MOORE
ASSISTANT DISTRICT SALES MANAGERS

OFFICE
9TH FLOOR PACIFIC BLDG
520 S. W. YAMHILL STREET
P. O. DRAWER 950

PORTLAND, ORE.

Sept. 9, 1935

United Contracting Company

State of Oregon
Highway Commission
Salem, Oregon

Gentlemen:

We have furnished materials to the United Contracting Company that were used in connection with their State contract near Baker, Oregon.

Will you please let us know the date of the last payment to the United Contracting Company and the approximate amount of the retained percentage now on hand. If you are in a position to tell us approximately when the balance of the retainer will be paid this information will be appreciated also.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

L.L.Campbell, District Sales Manager

By T D V Cunning
District Credit Man

CDE:LP

S. 7. #17,725.49 to July 12-7534 aug. 6
Ret. #1,614.36 - 25 completed.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

July 30, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon USPW Proj. No. NRM 154-E (1935), Baker Section, Old Oregon Trail, Baker County, was made by a representative of this office on July 27, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

WCW:MA
cc R. H. Baldock

Form 888—5M—8-34

...ION STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 1935. , 193...

Section Tenth Street-Powder River Unit, Baker Sec. *Kind of work* Asphaltic Concrete Pavement

Highway Old Oregon Trail *Section prefix* 1-PX (NRM-154-E)

Contractor United Contracting Co. *Contract number* 1709

Date of contract Feb. 28, 1935. , 193... *Date of completion* July 12, 1935 , 193...

Date work started April 16, 1935 , 193... *Estimated date of completion* , 193...

Amount of contract . . . . . $ 22191.50 *Per cent of time elapsed* 88 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 23000.

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 1851.00 , 8.0 % *Date project was completed* July 12, 1935. , 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Actual laying of pavement top was completed on July 10th, cleanup and incidentals being taken care of after that date.

Results appear satifactory.

Plant Inspector Deuber was hit by a truck at the plant on Monday and was sent to the hospital. Injury consisted of a bruised foot and was not serious.
All inspectors, including plant inspectors Adlard, Simpson and Deuber have been returned to Salem, as also Street Inspector Peterson.
The undersigned is returning to Bend Sunday July 14th.

JUL 1935

Signed Robert B. Saunders
Resident Engineer,

Address Bend, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

WCW:MA
cc K. H. Baldock

	GRADING	SURFACING	TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.63
Miles partially completed					
Miles completed					0.63
Total estimated quantities					3270 tons
Estimated quantities moved or placed to date					3226 "
Average daily quantities					
Average daily quantities necessary to complete project on time					complete
Number shifts per day					2
Hours per shift					5
Average force on project for week			For 2 days only -------		51

Percentages of men employed on contract to be secured from:

Baker County, 100 %; ..... County, ... %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Baker COUNTY	Multnomah COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men	29	4			1	5	39
Men and teams	4						4
Men and trucks under 3 tons	8						8
Men and trucks over 3 tons	0						0
Men and tractors	0						0

Equipment used during week: Shovels 0, Power graders 0 Rollers 2, Mixers 0, Crushing or screening plants 0,

Compressors 1, Bull dozers 0, Sheet-foot rollers 0, Paving Plant 1, ... , ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair	0	Full crew
Tuesday	"	0	do, A. M. Only. Paving completed.
Wednesday	"	0	Crew reduced to about 5 men.
Thursday	"	0	do
Friday			
Saturday			

WCW:MA
cc R. H. Baldock

FORM S-M-1 22544 500 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLADSTEEN, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 15, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

The Tenth Street-Powder River Unit of the Baker Paving Project, completed July 12th, shows a total cost of $24,879.75. The project authorization for this job was $25,160.00. Some variation in contract items occurred, the reason for the same being as follows:

Removal of old pavement was increased some 149 square yards, this being caused by failure of additional pavement during winter and as plans for the project had previously been prepared, this additional breakage was not anticipated.

Raising catch basins and man holes was decreased from 47 to 22 for the reason that it was necessary to reconstruct 24 catch basins and man holes, which was done under price agreement #1.

There was some variation in the amounts of each class of asphaltic concrete used, but the total amount of grade "B", "C", "F", and wearing surface used was 3259 tons as compared with the estimated amount of 3270 tons.

Engineering cost of the project was approximately 7½%. This slightly high percentage was due to the number of inspectors required for this type of work and also the fact that slower progress was made in the placing of asphaltic concrete than contemplated.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

FORM S-M-1 28544 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. E. GLAISTER, SECRETARY

154 E

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 15, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

All work on the Tenth Street-Powder River Unit, Baker Paving Project, Contract #1709, was satisfactorily completed by the United Contracting Company on July 12th and I am enclosing herewith semi-final estimate for the project.

Submitted with the semi-final estimate is price agreement #5 to be approved. This price agreement covers the barreling of 15.6 tons of cutback asphalt left over on completion of the job. This asphalt was barreled at actual cost with no charge for barreling and the asphalt is to be used in maintenance operations.

Also submitted with the semi-final estimate is payroll and invoice covering force account work performed under authority of work order #1, which covers the burning of old pavement where it was required on the project.

In support of semi-final estimate, there is being forwarded to you by express the following records:

1. One field book covering all construction items.
2. Five diagrams showing pavement removal.
3. One tabulation of pavement removal.
4. Ten material receipt books.
5. Seven public weigher's tickets (attached to field book.)

Very truly yours

W. C. Williams
Division Engineer

WCW:MA
enc.
cc R. H. Baldock

FORM S-M-1 20039 500 3-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
R. H. BALDOCK, STATE HIGHWAY ENGINEER, SALEM
R. H. SLAIDVER, SECRETARY

1709
154

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 9, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Herewith price agreement No. 2 on the Baker Paving Project, contract No. 1709. This price agreement covers application of brown mix sand finish on the cutback wearing surface as per telephone instructions of R. H. Baldock.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

enc.
cc R. H. Baldock

FORM S-A-1 16818 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

154E

OREGON STATE HIGHWAY COMMISSION

SALEM

June 25, 1935

NOTED

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. S. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

In regard to the brown mix on the Baker Paving Project. While that mix may have been used on one or two jobs, we have found it unnecessary to coat the Sot ¼ minus chips and merely broom over the top surface heated ¼ minus at the rate of about 4 lbs. per sq. yd. This should be laid during the hotest weather possible. It will seal up any pin holes and make a more impervious job. Arrangement shou d be made for this to be done.

Youre very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H.G.Smith
H.

CC to
R.H.Baldock
N.M.Finkbiner

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon NRM 154-E (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jro

Hyp 25308

Form P. R. 2

U. S. Public Works Highway

State Oregon

Project No. NRM 154 Sec. E (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No.67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 13th day of February, 1929, a project statement, which was approved by the Secretary on the 23rd day of March, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section E of said project which were recommended for approval by the United States District Engineer on the 8th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

Twenty-four thousand, four hundred ten and 65/100

dollars ($24,410.65) as the share of the United States payable under said act on account of Section E of said project, which is ~~does not exceed the authorized federal pro rata amount~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—8518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 0+52.9 at intersection of Broadway and Tenth St., and Survey Station 47+88.15 at the Powder River Bridge on Bridge St., in the city of Baker, (excepting therefrom the portion on Main St. between Survey Stations 29+49.15 and 43+65.15).

, length 0.628 of a mile, in Baker County, being Section E of Oregon U.S. Public Works Hwy. project No. NRM 154 (1935), consisting of 0.628 of a miles of roadway and no bridges, of more than 20 feet clear span, , known locally as Baker Section of the Old Oregon Trail between official control points, La Grande and Ontario.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E of said project shall not in any event exceed the sum of twenty-four thousand, four hundred ten and 65/100 dollars ($24,410.65), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of _____ dollars ($_____), the approved total estimated cost of Section E of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927, Chap. 88, Laws 1931
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 24th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By .....

Member, State Highway Commission
(Title of officer)

By C. M. Washburn

Member, State Highway Commission
(Title of officer)

By .....

.....
(Title of officer)

By .....

.....
(Title of officer)

SECRETARY OF AGRICULTURE,

By .....
Acting Chief, Bureau of Public Roads.

S—3519

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon
U.S. Public Works Highway
for the construction of a highway designated in the records of this Department as Project No. NRM 154-B(1935)
State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 24,410.65 as the total estimated cost of said project, and the sum of $ 24,410.65 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 8—4829

RECEIVED
DEPT. OF AGRI.

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Tenth Street-Powder River Section in Baker, Project No. NRM 154-B (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. E. Probert
Office Engineer

Dicta. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. [illegible] 154-E (1935)

[illegible]-POWDER RIVER SECTION IN BAKER

ON THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 29, 1935

52' Roadway (Sta. 0+52.9 to 17+58.2)

270	sq. yds.	Removal of Old Pavement	$0.30	$ 81.00
1,100	lin. ft.	Concrete Curbs	0.70	770.00
22	only	Raising Manholes and Catch Basins	6.00	132.00
11	"	Raising Valve Boxes	4.00	44.00
10	"	" Monument Boxes	3.00	30.00
18	cu. yds.	Placing Rock in Foundation Course	1.25	22.50
700	tons	Class "B" Asphaltic Concrete	6.00	4,200.00
370	"	" "C" " "	6.00	2,220.00
40	"	" "F" " "	15.00	600.00
560	"	Cutback Asphalt Wearing Surface	6.00	3,360.00
		Sub-total		$11,439.50
		10% Engr. & Cont.		1,165.95
		Total		$12,605.45

Length 0.323 mile
Cost per mile $39,026.16

67' Roadway (Sta. 17+58.2 to 29+49.15)

370	sq. yds.	Removal of Old Pavement	$0.30	$ 111.00
400	lin. ft.	Concrete Curbs	0.70	280.00
22	only	Raising Catch Basins and Manholes	6.00	132.00
10	"	Raising Valve Boxes	4.00	40.00
2	"	" Monument Boxes	3.00	6.00
6	cu. yds.	Placing New Rock in Foundation Course	1.25	10.00
550	tons	Class "B" Asphaltic Concrete	6.00	3,300.00
180	"	" "C" " "	6.00	1,080.00
23	"	" "F" " "	15.00	345.00
500	"	Cutback Asphalt Wearing Surface	6.00	3,000.00
		Sub-total		$ 8,304.00
		10% Engr. & Cont.		830.40
		Total		$ 9,134.40

Length 0.225 mile
Cost per mile $40,597.33

40' Roadway (Sta. 43+65.15 to 47+83.15)

260	sq. yds.	Removal of Old Pavement	$0.30	$ 78.00
250	lin. ft.	Concrete Curbs	0.70	175.00
3	only	Raising Catch Basins & Manholes	6.00	18.00
1	"	Raising Valve Boxes	4.00	4.00
1	"	" Monument Boxes	3.00	3.00
4	cu. yds.	Placing Raw Rock in Foundation Course	1.25	5.00
130	tons	Class "B" Asphaltic Concrete	6.00	780.00
70	"	" "C" " "	6.00	420.00
7	"	" aye " "	15.00	105.00
140	"	Cutback Asphalt Wearing Surface	6.00	840.00
		Sub-total		$2,426.00
		10% Engr. & Cont.		242.80
		Total		$2,670.80

Length 0.080 mile
Cost per mile $33,385.00

NEW Funds Requested:

52%	Roadway	$12,603.45
67%	"	9,134.40
40%	"	2,670.80
		$24,410.65

State Funds for Constructions: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 38, Laws 1931
State Funds for Maintenance: Chap. 41, Laws 1927; Chap. 88, Laws 1931

NON-PARTICIPATING ITEMS

Estimated Quantities of Materials to Be Required from City-owned Stockpiles

170	cu. yds.	2½" - 1½" Crushed Rock	$1.32	$ 224.40
150	" "	1½" - ¾" " "	1.32	198.00
900	" "	¾" - ¼" " "	1.32	1,188.00
1,200	" "	¼" - 0" " "	1.32	1,584.00
				$ 3,194.40

154E

March 19, 1935

The United Contracting Co.
Stock Exchange Building
Portland, Oregon

Gentlemen:

We are sending you by express fully executed copy of State Highway Contract No. 1709 which was awarded to you by the State Highway Commission on February 28 for the construction of the Tenth Street-Powder River Unit, Baker Section of the Old Oregon Trail in Baker County.

This copy is for your records and files.

Very truly yours,

Secretary

AJ

FORM S-M-1 10758 500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

154-E

March 11, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

In connection with the paving of Broadway Street in the city of Baker, contract for which work was recently awarded to the United Contracting Company:

Temporarily, I am assigning H. J. Miller, Resident Engineer at Huntington, to supervise this work, as it is necessary that an engineer be assigned in order to look after minor details, such as having power poles moved, etc., before the contractor actually starts work. However, at the time the contractor actually starts construction of the asphalt concrete pavement, would prefer to have assigned to the job a resident engineer who has had experience and thoroughly understands construction of this type pavement. If you have no such experienced man available, then we can get along with Miller, as he has had some experience.

It is not likely that pavement work will start until well along in the month of May, so no immediate decision need be made relative thereto.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc Mr. R. H. Baldock

154-E
1935

March 4, 1935

The United Contracting Company
311 Stock Exchange Building
Portland, Oregon

Gentlemen:

For use in connection with the Tenth Street-Powder River Unit, Baker Paving Project, which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Court House, Baker, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. C. Williams

154E

March 1, 1935

The United Contracting Co.
Stock Exchange Building
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 28 for the re-surfacing of the Tenth Street-Powder River Unit of the Baker Section of the Old Oregon Trail in Baker County, and has awarded to you the contract for such work at your bid price of $[illegible]2,191.50.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

HHG:AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 154-E (1935), Baker section of the Old Oregon Trail, to the United Contracting Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

February 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to your telegram of February 18th, we are presenting below the facts pertaining to the proposed use of crushed rock produced by the City of Baker, in the pavement resurfacing work proposed to be done on Project NRM 154-E (Baker Municipal Project).

As a means of providing relief for its unemployed citizens, the City of Baker, about two years ago, undertook the construction of a sewage disposal plant, the repair and surfacing of a number of the city streets, and other municipal improvement work. This work was financed partially with city funds, but mostly with SERA funds. As a part of the work, and as a means of getting the crushed rock required in the work, the city installed a rock crushing plant on a quarry site owned by Baker County. The men used in the operation of this plant were selected from the relief rolls in the same manner as other SERA labor, and the wages paid, hours worked and other conditions of employment have been in accordance with SERA regulations.

When the city learned that an NRM project involving the resurfacing of some of its pavements was to be undertaken by the Federal Government and the State, it voluntarily offered to cooperate in the work to the extent of furnishing the crushed rock, expecting thereby to not only secure a greater length of project, but to provide continued operation of its plant for relief purposes. This offer appealed to the Highway as being a very advantageous one for the reason that there are no commercial gravel or crushed rock plants at, or in the vicinity of, Baker, and that rock for the work would either have to be shipped in from the commercial plant at La Grande, fifty miles away, or produced by the contractor by means of a special crushing plant installation, either of which methods would result in excessively high costs. Not thinking that the Federal Government could possibly object to accepting the cooperation of the

city,and overlooking the possibility of such an arrangement conflicting with the regulation which requires that all materials be furnished by the contractor, the Highway Commission accepted the city's offer and the city has produced and stockpiled the crushed rock.

While technically it may appear that the provision in regard to materials being furnished by the contractor, will prohibit the use of this rock in the project, we cannot believe that it was the intent of the person or persons responsible for the inclusion of that provision in the regulations, to prohibit the acceptance of a cooperative offer such as the City of Baker has made. We are sure that the people of Baker and the people of the state at large will not be able to understand the logic of a refusal to use the rock, and that failure to use it will operate to discredit the administration of ERA highway work.

We feel that a very serious mistake will be made if this rock is not used, and we urge that you do all possible to secure approval of its use.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

...LL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1201-S

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION (15).

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
...CE PRESIDENT

1933 FEB 18 AM 11 05

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

bRY16 45 GOVT DL=PORTLAND ORG 18 1033A

MINUTES IN TRANSIT

FULL-RATE	DAY LETTER

R H BALDOCK=
STATE HIGHWAY ENGINEER

REFER OREGON NRM ONE HUNDRED FIFTY FOUR E USE OF STOCK PILED AGGREGATE OWNED BY CITY OF BAKER PROHIBITED BY SECTION NINE OF REGULATIONS STOP FURNISH INFORMATION REGARDING METHOD OF PRODUCTION AND REASONS FOR USE AND WE WILL SUBMIT TO WASHINGTON OFFICE FOR SPECIAL CONSIDERATION=

LYNCH.

WESTERN UNION MESSENGERS ARE AVAILABLE FOR THE DELIVERY OF NOTES AND PACKAGES

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 8, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works Highway Project NRM 154-E (1935), the Baker section of the Old Oregon Trail, have today been recommended for approval. This is your authority for advertising.

The usual copies of town resolution covering encroachments should be obtained as soon as possible.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

It is noted that the Class B, C and F of asphaltic concrete in the estimate covering the section, Station 43+65.15 to Station 47+88.15, show the unit of measurement as cubic yards instead of tons. This should be corrected when submitting the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-M-1 10433 1M 12-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

154E

February 6, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. P. H. Probert:

Dear Sir:

Replying to yours of February 5th relative to cost of crushed rock furnished by the City of Baker for use on the Baker paving project.

City officials of Baker advise that the cost of furnishing this material was $1.32 per cubic yard, which cost is based on a price of $1.00 per cubic yard f.o.b. bunkers and 32¢ per cubic yard for hauling 2.7 miles and stockpiling. This price applies to all sizes of material furnished as the materials were being made at the same time and no costs were kept for such different sizes.

Yours very truly

W. C. Williams

Division Engineer

WCW:BH

Calhoun — Limestone mixture

3/4" – 1/4"	50%	1,500 lbs. x 1200 ÷ 2000 =	445
1/4" – 0"	30%	900 lbs. x 1200 =	270
			131

Class "B"

1" – 1/4"	32%	640 lbs. x 1200 =	330
1/4" – 0"	26%	520 lbs. x 1200 =	265
			330

Class "C"

2 1/4" – 1 1/4"	21%	420 x 1200 =	96
1 1/4" – 3/4"	15%	300 x 1200 =	15
3/4" – 1/4"	23%	460 x 1200 =	105
1/4" – 0"	41%	820 x 1200 =	5
			180

Franklin County

2" – 1" – 45% x 1200 = 540

Class "F"

3/4" – 1/4"	50%	600 x 1200 =	26
1/4" – 1/20"	30%	360 x 1200 =	16
1/20" – 0"	14%	280 x 1200 =	7

Rock Run – Class C – 1300 x .065 = 21.65 – 14

2" – 1" – 45

1" – 1/4" – 140

1/4" – 0" – 280

1" – 0" 580 x 120

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 27, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of February 19th replying to our wire of February 18th relative to stockpiled rock for use on Oregon U.S.Public Works highway project NRM 154-E (1935), the Baker section of the Old Oregon Trail.

We are today in receipt of a wire from our Washington Office that this project will be accepted with the nonparticipating stockpiled aggregate in order to permit immediate construction, but this approval does not establish a precedent for similar approval on future projects. While this case may not be construed as a deliberate violation, it is contrary to the spirit of the regulations and should be avoided in the future.

Very truly yours,

W. H. LYNCH
District Engineer

February 4, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Baker Section, Project No. NRM 154-E (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

A portion of the mineral aggregates for use on this project are being furnished by the City of Baker and no cooperation is being requested for those materials. As we have no estimate of cost for these materials, they have not been included in the plans and specification estimate. However, this information will be secured from the City of Baker and included in the agreement estimate to show the complete cost of the project.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 154-E (1935)

10TH ST.-POWDER RIVER SECTION IN BAKER

ON THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 4, 1935

52' Roadway (Sta. 2+52.9 to 17+58.2)

270	sq. yds.	Removal of Old Pavement	$ 0.60	$ 162.00
1,100	lin. ft.	Concrete Curbs	0.70	770.00
22	only	Raising Manholes and Catch Basins	15.00	330.00
11	only	Raising Valve Boxes	8.00	88.00
10	only	Raising Monument Boxes	8.00	80.00
18	cu. yds.	Placing Rock in Foundation Course	1.30	23.40
700	tons	Class "B" Asphaltic Concrete	8.00	5,600.00
370	tons	Class "C" Asphaltic Concrete	7.00	2,590.00
40	tons	Class "F" Asphaltic Concrete	10.00	400.00
560	tons	Cut-back Asphalt Wearing Surface	7.50	4,200.00
		Sub-total		$ 14,243.40
		10% Engr. & Cont.		1,424.34
		Total		$ 15,667.74
		Length	0.323 mile	
		Cost per mile	$ 48,506.93	

67' Roadwork (Sta. 17+58.2 to 20+49.15)

370	sq. yds.	Removal of Old Pavement	$ 0.60	$ 222.00
400	lin. ft.	Concrete Curbs	0.70	280.00
22	only	Raising Catch Basins & Manholes	15.00	330.00
10	only	Raising Valve Boxes	8.00	80.00
2	only	Raising Monument Boxes	8.00	16.00
8	cu. yds.	Placing New Rock in Foundation Course	1.30	10.40
550	tons	Class "B" Asphaltic Concrete	8.00	4,400.00
180	tons	Class "C" Asphaltic Concrete	7.00	1,260.00
23	tons	Class "F" Asphaltic Concrete	10.00	230.00
500	tons	Cut-back Asphalt Wearing Surface	7.50	3,750.00
		Sub-total		$ 10,578.40
		10% Engr. & Cont.		1,057.84
		Total		$ 11,636.24

		Length	0.225 mile	
		Cost per mile	$ 51,716.62	

40' Roadway (Sta. 43+65.15 to 47+86.15)

260	sq. yds.	Renewal of Old Pavement	$ 0.60	$ 156.00
250	lin. ft.	Concrete Curbs	0.70	175.00
3	only	Raising Catch Basins & Manholes	15.00	45.00
1	only	Raising Valve Boxes	8.00	8.00
1	only	Raising Monument Boxes	8.00	8.00
4	cu. yds.	Placing New Rock in Foundation Course	1.30	5.20
130	cu. yds.	Class "B" Asphaltic Concrete	8.00	1,040.00
70	cu. yds.	Class "C" Asphaltic Concrete	7.00	490.00
7	cu. yds.	Class "F" Asphaltic Concrete	10.00	70.00
140	cu. yds.	Cut-back Asphalt Wearing Surface	7.50	1,050.00
			Sub-total	$ 3,047.20
			13% Engr. & Cont.	304.72
			Total	$ 3,351.92

	Length	0.080 mile
	Cost per mile	$ 41,899.00

BRH Funds Requested:

52' Roadway	$ 15,667.74
67' Roadway	11,636.44
40' Roadway	3,351.92
	$ 30,655.90

154 E

100-4

January 21, 1935

Mr. E. B. Aldrich
State Highway Commissioner
Pendleton, Oregon

Dear Sir:

Responding to your communication of January 19, regarding the project in Baker, advise that it has been held up on account of the work which the city is doing in the streets, putting in sewers, etc. We have been handicapped in the past by letting our contractor get on the job before the city had completed its part of the work, which condition may result in contractor's claims.

We plan on letting the project at the February meeting. The date for this meeting has not been set, but inasmuch as February is a short month and it will require about four weeks from the January 31st letting, I am suggesting February 28.

Very truly yours,

State Highway Engineer

RHB:HI

...EUGENE
...PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. B. ALDRICH, COMMISSIONER
PENDLETON, OREGON

January 19, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

On the train last evening, I met Bernard Mainwaring, editor of the Baker Democrat Herald, who inquired as to when we will let the contract for the Broadway street paving in Baker. I told him I would inquire and let him know. Will you please give me the information on this subject so that I can write to Mr. Mainwaring.

Very truly yours,

E B Aldrich

State Highway Commissioner

EBA:EM

FORM S-M-1, 15718 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

154

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

November 13, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

I have your letter relative to quantities of rock required to be stockpiled by the City of Baker for use on the Baker paving project.

Wish to advise that we computed the quantities of various sizes of rock to be required, with approximately the same results as furnished by you with the exception of the 3/4"- 1/4" materials. The quantities we computed, which were based on the average for mixes of this type using the total weight of the rock required, were as follows:

2½" - 1½"	200 cubic yards
1½" - 3/4"	150 cubic yards
3/4" - 1/4"	1,000 cubic yards
1/4" - 0"	1,500 cubic yards.

This makes a total of 2,850 cubic yards of rock for the 3,321 tons of asphaltic concrete to be placed, or approximately .86 cubic yards of rock for each ton of asphaltic concrete. This is somewhat higher than the average amount used. In order, however, that there be no doubt as to having a sufficient quantity of materials on hand, the City of Baker is stockpiling an excess of each size material. As it is quite evident that some materials will be left over, I have inserted a clause in the contract Mr. Devers prepared, stating that all rock unused by the contractor would revert to the City.

Yours very truly

W. C. Williams

Division Engineer

WCW:BH

cc Mr. H. H. Baldock

RECEIVED 1934 AUG 13 AM 8:34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

154-E

OREGON STATE HIGHWAY COMMISSION

SALEM

August 11, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

In my letter of yesterday concerning the furnishing of rock for the City of Baker, I mentioned that we would purchase the rock for a nominal sum, meaning $1.00. It is now considered advisable to enter into a cooperative agreement with the City by which they agree to furnish the rock and Mr. Devers will prepare a form of contract to that effect if agreeable to the City.

Will you discuss this with Mr. Harvey and furnish the amounts and sizes of rock to be furnished, and the location where it is to be stockpiled. It will also be necessary for us to take a lease on the stock pile sites in order that there can be no dispute concerning the ownership of the rock afterwards.

Please furnish such a description with the amounts of rock. Copy of Mr. Baldock's letter to Mr. Harvey is attached.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
COMMISSIONERS

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 10, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Hon. Bert L. Harvey, Mayor,
City of Baker,
Baker, Ore.

Dear Sir:

Referring to your letter of August 7th, in reference to the allotment for repaving of Broadway, I suggest that the water mains under Broadway be repaired immediately as we positively cannot award any contracts until all such work has been completed and the entire street available for the contractor's operations without restrictions except that encountered by traffic.

It will be impractical to lay black pavement late in the Fall since the present surface is badly cracked and every effort must be taken to secure a perfect seal, therefore the actual paving necessary probably will be deferred until Spring. However, the budgeted amount is predicated upon the furnishing of the rock by the city as we were advised by Mr. Williams that you wou d cooperate to that extent. Otherwise we would be unable to have considered the project, as our funds were limited to the amount allocated.

I would suggest therefore that you make arrangements to furnish the remaining rock and sell the entire product to the State for a nominal sum. This will relieve the new administration of any embarrassment in the matter and place the project on a cleancut basis, so that no misunderstandings in the future may arise.

I will request Mr. Williams to discuss these arrangements in person.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 10,1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Please cooperate with Mr. Harvey and furnish him with information as to the amounts of rock necessary for the City of Baker and arrange for the stock piling of same if convenient. I will ask Mr. Devers to prepare a form of contract for the purchase of same for a nominal sum.

We have recently finished a project in Bend which is very similar to that in Baker. Resident Engineer Gould had charge of the preparation of plans and and the execution of this project, and I believe he could be of material assistance to you in writing up the Baker project. No doubt the city already has plans prepared but they usually differ from our standards therefore if you think well of this idea I can have Gould report to Baker to rework their plans and redraw them suitably for our use. He is available at the present time and arrangements can be made for him to do this work at once.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

NOTED

U.S. GOVERNMENT
R. H. WILLIAMS, DIRECTOR
CHAS. G. MACPHERSON
FREDRIC M. SCOTT
COMMISSIONERS

1-2 x

August 2, 1934

Honorable Bert L. Harvey
Mayor
Baker, Oregon

Dear Sir:

Responding to your communication of July 30, the Commission has allocated $30,000 for the repavement of Broadway. If you have any sewer or water mains to replace or any other work of that nature, please arrange to do it well in advance of our contract.

We can not award any contracts until about the first of September and this will put the paving in October, which is too late to do this work this year. We will, therefore, plan on letting the work in December. The contractor can get ready to do the job in the early spring.

I have been advised that you have some rock crushed for this project. Please advise if you could make it available, which would decrease our expenditure and be much appreciated by myself and the State Highway Commission.

Very truly yours,

State Highway Engineer

RHB:HI

1-2

July 31, 1934

Honorable Bert L. Harvey, Mayor
City of Baker
Baker, Oregon

KOTEL
State Highway Engineer

Dear Mr. Harvey:

This acknowledges receipt of your letter of July 30 in which you advise that it is your understanding that the State Highway Commission has allocated $30,000 of the federal municipal funds for the improvement of the Old Oregon Trail in your city.

The Commission's present budget calls for the expenditure of $30,000 municipal funds for resurfacing work in your city. The probabilities are that this item will remain in the budget but, of course, until it has been definitely adopted and ordered released to the press it is open to alteration. I am referring your letter to Mr. Baldock, State Highway Engineer, who is out of the city at the present time and is not expected to return until the first of next week.

Yours very truly,

HBG:MC

Secretary

...L. HARVEY, MAYOR COMMISSIONER
WALTER L. SCOTT, COMMISSIONER NO. 2
DEP'T OF STREETS AND LIGHTS
GEO. W. HENRY, COMMISSIONER NO. 3
DEP'T. OF WATER, FIRE AND SANITATION
BLAINE HALLOCK, CITY ATTORNEY

City of Baker

ON THE "OLD OREGON TRAIL"
BAKER COUNTY, OREGON

...ALTER A. CLARK, CITY AUDITOR AND MUNICIPAL JUDGE
E. B. JACKSON, CHIEF OF POLICE
F. H. GRABNER, CHIEF OF FIRE DEP'T
D. P. TYLER, WATER COLLECTOR
DR. J. W. HUFF, CITY HEALTH OFFICER

July 30, 1934

State Highway Department
Sale , ...r

Gentlemen:

I am advised unofficially that at the recent meeting of the State Highway Commission $30,000.00 was allotted to be spent within the City of Baker and further, that it is your purpose to use this money in the resurfacing of Broadway.

If I a... correctly informed, this, of course, will be most appreciated and very gratefully accepted.

In reviewing the circumstances, I wish to say that the needed bond authority has been authorized at a special election covering the remainder. Likewise, the ... renewals of the old mains ... the length of the street. We first proposed thereafter to secure ... of the ...A. loan and grant to accomplish this work. We have labored diligently with this federal agency for about a year and a half in our endeavor to secure some funds to comply with our contract with your department. We have been unsuccessful and frankly the more we worked a... the more hopeless we became. Your department has had some experience along these same lines in connection with your recent bridges so you will undoubtedly appreciate that in the State Highway Department of the State of Oregon as ... to the ... press ... we have been face with you, a small municipality like ... does not stand much of a chance of securing any aid from the ...

... 3. ... we come to the conclusion that there was no hope in trying further to secure any funds from this source and as a consequence we are asking for an official cancellation of our ...A. application, and on receipt of the same, we proposed to submit a ...A. application, sell our bonds for such material and supplies as might be needed to complete this work without any further delay. Therefore, we ... and ... that ... secure the cancellation of this application.

BERT L. HARVEY, MAYOR COMMISSIONER
WALTER L. SCOTT, COMMISSIONER NO. 2
DEP'T OF STREETS AND LIGHTS
GEO. W. HENRY, COMMISSIONER NO. 3
DEP'T. OF WATER, FIRE AND SANITATION
BLAINE HALLOCK, CITY ATTORNEY

City of Baker

ON THE "OLD OREGON TRAIL"
BAKER COUNTY, OREGON

WALTER A. CLARK, CITY AUDITOR AND MUNICIPAL JUDGE
E. B. JACKSON, CHIEF OF POLICE
F. H. GRABNER, CHIEF OF FIRE DEP'T
D. P. TYLER, WATER COLLECTOR
DR. J. W. HUFF, CITY HEALTH OFFICER

State Highway Department, [illegible]

I am giving you [illegible] know that we have been trying to [illegible] indeed if the impression shall prevail that we were remiss in trying to comply with your recent [illegible] this improvement.

With the water [illegible] necessitate [illegible] correct, on receipt of your [illegible] proceed immediately to [illegible] laying the water [illegible] about the [illegible] would [illegible] to be relocated before we commence the [illegible] will have it all done from [illegible] this work after receipt of official permission of above report.

We have written you considerably in detail trying to give you all the facts incident to this improvement in order that we may have your advice on the matter, which will permit us more intelligently laying our plans for the work in question.

Assuring you that since [illegible] kindly consideration that has been given this by your department and particularly [illegible] information in the premises is earned, we are

Very truly,

Bert L. Harvey

Mayor.

CONTRACT #1710,

1-1201 North Powder-Haines Rock Production
(Old Oregon Trail) 1935

1710

1877

September 5, 1935.

Standard Oil Company of Calif.
Walla Walla, Washington

Gentlemen:

In response to your inquiry of September 3, you are advised that the Quinn & Robbins Company, Contract No. 1710, for the North Powder-Haines Section of the Old Oregon Trail Highway in Baker and Union Counties was completed on June 10, 1935.

This contract was accepted on June 25, 1935.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASH.

September 3, 1935

Quinn & Robbins Company
Oregon State Project 1710
North Powder-Haines Section
of the Old Oregon Trail in
Baker and Union Counties

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

It is our understanding that Quinn & Robbins have completed their work on the above project.

We would appreciate your advising us if this job has been completed and if so date of final acceptance by your office.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

R.T.Vivian
District Sales Manager

By L. Jacobson EBG
District Credit Man

EBG: DH

M. Farewell

NRA MEMBER U.S. WE DO OUR PART

#1710

1271

July 8, 1935

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1710 for the construction of the North Powder-Haines Section of the Old Oregon Trail in Baker and Union Counties has been completed by the contractors, Quinn-Robbins Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after July 16, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $13,576.97 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 918—5M—8-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 22, 1935, *193*

Section North Powder-Haines — *Kind of work* Furnishing Crushed Rock

Highway Old Oregon Trail — *Section prefix* 1 DN

Contractor Quinn-Robbins Company — *Contract number* 1710

Date of contract February 28, 1935, *193* — *Date of completion* June 30, 1935, *193*

Date work started ..., *193* — *Estimated date of completion* June 10, 1935, *193*

Amount of contract . . . . . $14,765.00 — *Per cent of time elapsed* ...%

Estimated cost of completed project, exclusive of engineering $13,577.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $679.42, 5% — *Date project was completed* June 10, 1935, *193*

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final estimate on this project was completed this week and turned in to the Division Office. The Engineering and State force accounts were left open to take care of some outstanding bills.

Signed [signature]

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			8000		
Estimated quantities moved or placed to date			8192		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	Showers		
Wednesday	Clear		
Thursday	"		
Friday	"		
Saturday	"		

Const. Div. Legal
Boise

1871

UNION

June 8, 1935

Mr. W. C. Williams
Division Engineer
La Grande, Oregon

Dear Sir:

Answering your wire of June 7th requesting that Quinn-Robbins Company's estimate for the North Powder-Haines Project be expedited, wish to say that our records show that the warrant covering the last estimate in the amount of $4,260.71 was mailed to Quinn-Robbins Company on June 6th. No doubt they have received it by this time. If not, please advise and we will institute search.

Very truly yours,

HBG:OG

Secretary

cc Quinn-Robbins Co., Inc.
Boise, Idaho.

COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION (04)

R. B. WHITE, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1935 JUN 7 PM 4 14

MINUTES IN TRANSIT

FULL-RATE	DAY LETTER

PRA143 10 XC=LAGRANDE ORG 7 340P

R H BALDOCK=

STATE HIGHWAY ENGINEER SALEM ORG=

QUINN ROBBINS REQUESTRUSH PAYMENT LAST ESTIMATE NORTHPOWDER

HAINES PROJECT=

W C WILLIAMS.

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

mately one mile west of North Powder.

Additional project authorization will not be required.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:HA

enc
cc R. H. Baldock

FORM S-M-1 20039 500 8-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

April 29, 1935

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
APR 30 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. G. Smith

Dear Sir:

I am enclosing herewith for your approval an order for State force work on contract projects. This order covers the construction of 75 rods of wire fence around a stock pile site, being used to stock material manufactured on the North Powder-Haines rock production project, contract number 17[illegible].

Attached to the order is a letter written by Violet E. Daugherty requesting that the fence be constructed. It is my opinion that we should construct this fence for Mrs. Daugherty around the stock pile site, which you will remember as being situated adjacent to Wolf Creek approximately one mile west of North Powder.

Additional project authorization will not be required.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

enc
cc R. H. Baldock

NOTED

L. D. ROBBINS, PRES. AND TREAS. D QUINN, VICE PRES. AND GEN. MGR.

QUINN-ROBBINS CO., INC.

GENERAL CONTRACTORS
COMMERCIAL SAND AND GRAVEL PRODUCERS
310 ROBERT NOBLE BUILDING
BOISE, IDAHO

242

March 8, 1935

OREGON [illegible] INDUSTRIAL ACCIDENT COMMISSION
Salem, Oregon

Attention - Mr. A. M. Skinner
Secretary

Gentlemen:

In response to your letter of March 6th, we wish to advise that we are today sending by express four copies of contract No. 1710 to the Hartford Accident & Indemnity Company at Portland, Oregon, who will execute the bond and mail the copies of contract to you.

We are today writing to the Industrial Accident Commission asking that as soon as we return the bond to them, will you please give them any information desired by them relative to the nature of the work to be performed under this contract.

Very truly yours,

QUINN-ROBBINS CO., INC.,

By L. D. Robbins
L. D. Robbins, Vice-Pres.

LDR:M

By

S. H. Probert
Office Engineer

SHP:HE

Encl.

cc Mr. W. C. Williams

/DN

March 6, 1935

Quinn-Robbins Company, Inc.
Noble Building
Boise, Idaho

Gentlemen:

For use in connection with the North Powder-Haines Rock Production Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Court House, Baker, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. E. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. C. Williams

FORM S-M-1 16729 500 1-55

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Construction
contracts + agreements
Labor conditions

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

March 2, 1955

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

When I submitted plans for the North Powder-Haines rock production project in November, 1954, I included in my estimate of costs, 2000 cubic yards of screen rejections.

These screen rejections consist of $\frac{1}{4}$" to 0" materials and are of considerable value for sanding of roads and also in adding to mineral aggregate while oiling. I will, therefore, appreciate your including in the project authorization for this project the amount of $780 to cover the purchase of 2000 cu. yd. of screenings at 25¢ per yd. and 2000 yd. mile haul at 14¢ per mile.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

FORM B.H.-1 18788 800 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

February 21, 1935

112-4-E

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith
Construction Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I enclose herewith my estimate of cost for the comparison of bids on the North Powder-Haines section, rock production project.

I have estimated this material at $2.40 per cubic yard and I do not believe we are justified in paying more than this amount. I have in my office a written quotation from the La Grande Concrete Pipe Company, quoting a price of $2.35 per cubic yard, f.o.b. stock piles within one mile of Haines and North Powder. Material stock piled within one mile of Haines and North Powder would be practically as well distributed for maintenance purposes as the stock piles designated in the contract.

It is, therefore, my recommendation that if we do not receive bid of $2.40 or lower, that we purchase materials required from the La Grande Concrete Pipe Company and forego the awarding of the contract on this section this year.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc Mr. R. H. Baldock
Mr. J. N. Bishop

February 20, 1955

Baker and Union County
Old Oregon Trail Highway
North Powder-Haines Section
Furnishing Crushed Rock

Estimate of Cost by W. C. Williams, Division Engineer
For Comparison of Bids.

3/4" - ½" Crushed Rock in Stockpile	3,250 cu.yds.	at 2.40	$7,800.00
½" - ¼" Crushed Rock in Stockpile	2,750 cu.yds.	at 2.40	6,600.00
		Total amount of bid	$14,400.00
Plus 10% for engineering costs and contingencies			1,440.00
			$15,840.00

Based on 15% profit to contractors.

FORM S-M-1 18483 1M 12-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
FEB 23 1935

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

February 6, 1935

IN REPLY PLEASE REFER TO FILE NO.

FILE 22.5

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. J. N. Bishop:

Dear Sir:

With reference to furnishing of crushed maintenance materials for the North Powder-Haines Section, bids for which were rejected at the last letting of the highway commission.

If we are unable to secure satisfactory bids for this material, I recommend that we purchase the material from the commercial gravel plant at Island City and ship the same by rail to North Powder and Haines.

I have consulted with railroad officials and believe that they will grant to us a rate approximately 25% less than the present rate, which is based on 100 pound weight. If such a rate of approximately 80¢ per cubic yard can be secured, the crushed gravel can be placed in stockpiles within one mile of Haines and North Powder for approximately $2.35 per cubic yard. This price is based on $1.10 per cubic yard f.o.b. cars at Island City, 25¢ per cubic yard for unloading, 20¢ for hauling and stockpiling, and 80¢ freight. All unloading and stockpiling would be done by the commercial gravel plant so we would measure the material in stockpile, same as if the same were contracted. The material would be made from gravel from which all materials under 3/4" in size had been screened out.

If we should purchase this material from a commercial gravel plant, I would suggest that only 2,000 yards, or enough for this season's work, be purchased.

Will you kindly advise your opinion of this plan?

Yours very truly

RECEIVED
FEB 7 - 1935
OFFICE OF MAINTENANCE ENGINEER

Division Engineer

WCW:BH

cc Mr. R. H. Baldock

Construction Contracts Agreements Baker County

104-4

January 26, 1935

Baker and Union Counties
Old Oregon Trail Highway
Furnishing 4,000 cubic yards crushed rock
Mile Point 314, to Mile Point 328.
North Powder-Haines Section

Estimate of Cost for Comparison of Bids, by W. C. Williams, Division Engineer

	Quantities	Unit Price	Amount
3/4" - ½" Crushed Rock in Stockpile	2,150 c.y.	$2.20	$4,730.00
½" - ¼" Crushed Rock in Stockpile	1,850 c.y.	2.20	4,070.00
			8,800.00
Plus 10% Engineering and Contingencies			880.00
TOTAL			$ 9,680.00

RECEIVED
JAN 28 1935

FORM S-M-1 15710 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

November 29, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith:

Dear Sir:

Relative to Mr. Baldock's wish to reduce the North Powder-Haines maintenance materials project to 4,000 cubic yards and to defer the Irrigon-Stanfield project until after the first of the year. This, of course, will be satisfactory, as there is no immediate need of the materials at Umatilla and if we do not get the material crushed before oiling season, we can probably purchase enough for this year's needs from the commercial plant at Umatilla.

I had planned on stockpiling sufficient material on the Haines-North Powder Section to last four or five years, but if there is a prospect of getting a resurfacing job on this section about 1936 there is no need of stockpiling more than the 4,000 yards at this time.

Yours very truly

W. C. Williams

Division Engineer

WCW:BH

cc Mr. W. H. Baldock

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
November 20, 1934

112-4-C

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

NOTED
State Highway Engineer

Discussing the North Powder-Haines Maintenance Materials Project, Mr. Baldock was of the opinion that the project should be reduced to about 4,000 yards, in view of the possibility of putting on a resurfacing project in about 1936. He also wishes to defer the Irrigon-Stanfield Project until after the first of the year, when more definite information will be available concerning the special appropriations for overhead crossings. If we receive that appropriation the Hermiston - Umatilla line change will probably be built in lieu of the Hermiston Overhead.

We were very much embarrassed last year by the necessity of putting on the Immigrant Springs-Union County Line project immediately after the maintenance contract and do not wish to duplicate this mistake. If there is anything impractical in these suggestions, please advise immediately.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

HGS/H

By

CC to
R.H. Baldock

H. G. Smith,
Construction Engineer.

FORM P-1 15715 500 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

La Grande, Oregon
November 22, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith:

Dear Sir:

I am enclosing herewith estimate of cost, special provisions, sketch map, request for authority to purchase quarry site, description in duplicate and sketch map of quarry site on the North Powder-Haines Maintenance Materials Project.

I will appreciate your securing approval from the State Highway Commission for this project and the calling for bids at the January letting, if possible.

This project, together with the Irrigon-Stanfield project, will be the only two maintenance materials projects to be undertaken in this division for the year 1935.

Yours very truly

Division Engineer

WCW:BH

cc Mr. R. H. Baldock
Mr. J. N. Bishop
Encl.

CONTRACT#1711,

NRS 242 Bridge over Milk Cr. at Mulino 1935

1711

5C 6C #1711

2.1

September 17, 1935

Mr. H. B. Glaisyer

O f f i c e

Dear Sir:

Contract No. 1711 with Averill and Philpott for the construction of bridge No. 2120 over Milk Creek near Mulino was completed July 31st. Will you please secure acceptance of this project by the commission and permission to pay final voucher.

Very truly yours,

C. B. McCullough
Bridge Engineer

By W. A. Reeves
W. A. Reeves
Office Engineer

DGD:CM

REFERRED TO

DATE

212

September 17, 1935.

Great American Indemnity Company
Harvey Wells Insurance Agency, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1711 for the construction of a bridge over Milk Creek near Mulino on the Cascade Secondary Highway in Clackamas County has been completed by the contractors, Averill & Philpott and that final settlement will be made by the State to the said contractors for work done under the said contract on or after September 27.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claim should there be any.

This notification is being served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $17,787.93, including the final payment. Of this amount $28.98 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JH:CE

242

AUGUST 14, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency,
Failing Building,
Portland, Oregon.

ATTENTION: Mr. J. H. Burnet

Gentlemen:

Replying to your inquiry of the 12th inst. concerning the Averill & Philpott contract for the construction of the Bridge over Milk Creek on the Cascade Secondary Highway at Mulino, Clackamas County; advise that this job was completed on July 31, 1935; and we have paid the contractor, to date, $17,788.20; also that the probable amount of final estimate will be about $2,548.37.

Yours very truly,

Secretary

H:G:ED

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

August 12, 1935

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Re: Bond 107350 - Averill & Philpott - Contract Bond for the construction of a bridge over Milk Creek on the Cascade Secondary Highway at Mulino Clackamas County, Oregon.

I would appreciate it very much if you would advise us the status of the above captioned contract. We would like to know what percentage of the job is completed at this time, and the probable completion date, the amount of money paid under this contract and the amount retained. We desire this information so our files may be kept up to date, and will be grateful for your cooperation.

Yours very truly,

Manager
Surety Department

JHB:HK

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

August 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon USPW Proj. No. NRS 242 (1935), Milk Creek Bridge, Cascade Highway, Clackamas County, was made by a representative of this office on July 28, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to copies of contract No. 1711 on Oregon U. S. Public Works project No. NRS 242 (1935), recently submitted. The copies submitted do not contain the name of the attorney-in-fact who signed the bond for the American Indemnity Company. If the bond was properly signed, please furnish us with this name so that we may insert the same in copies before we forward them.

We ask that you give this matter your immediate attention as we are holding the initial voucher for this project until copies of contracts are ready to go forward.

Very truly yours,

W. H. LYNCH
District Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon NRS 242 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

for

Hyw. 25357

Form P. R. 2

State ..... Oregon .....

U. S. Public Works Hwy. Project No. ... NRS 242 (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 9th day of November, 1934, a project statement, which was approved by the Secretary on the 6th day of February, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for [illegible] of said project which were recommended for approval by the United States District Engineer on the 18th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, five hundred seventy two and 53/100

dollars ($ 20,572.53) as the share of the United States payable under said act on account of [illegible] of said project, which [illegible] the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Milk Creek Bridge over Milk Creek,

Between survey station 5+80 and survey station 7+80 all in E 1/2 of Sec. 17, T 4 S., R 2 E., W.M.

, length 0.037 of a mile, in Clackamas County, being an Oregon U.S.Pub.Wks.Hwy. project No. ER3-242(1935), consisting of 1 bridge, each of more than 20 feet clear span, 0.037 of a mile in length, known locally as the Milk Creek Bridge on the Cascade Highway.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State ... from funds appropriated under act of June 18, 1934.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction [redacted] of said project shall not in any event exceed the sum of twenty thousand, five hundred seventy two and 53/100 dollars ($ 20,572.53), certified to the Secretary of the Treasury as above mentioned, which does [redacted] the approved total estimated cost [redacted] of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5516

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~said road~~ ---------- of said project shall not in any event exceed the

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By ----------

Member, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By ----------

(Title of officer)

By ----------

(Title of officer)

SECRETARY OF AGRICULTURE,

By [signature]

Acting Chief, Bureau of Public Roads.

S - 5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. NRS 242 (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 20,572.53 as the total estimated cost of said project, and the sum of $20,572.53 as the share of the United States, payable under said acts on account of such project, which ~~is pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and thirty five

SECRETARY OF AGRICULTURE,

By C. J. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 O 4830

RECEIVED
JUN 6 1935
HIGHWAY DIVISION

242

May 28, 1935

Mr. A. H. Knight
Postmaster
Canby, Oregon

Dear Sir:

Your communication of May 27, regarding poor visibility on a road used as a detour during the construction of the Milk Creek bridge, is being referred to Mr. C. B. McCullough, Assistant State Highway Engineer, who has charge of bridge construction.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. C. B. McCullough

FORM 401 P. 9-32 10M

#1711

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ADDRESS REPLY
I. E. TOTTEN

ATWATER 9521

6TH FLOOR YEON BUILDING
Portland, Oregon

April 16, 1935

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: AVERILL & PHILPOTT
Original Contractors
Oregon State Highway Contract in
Clackamas County

We attach herewith one of our questionnaire forms with reference to the contracting firm of Averill & Philpott, who, we are advised, have a contract let by your commission for certain construction work in Clackamas County. We will greatly appreciate your verifying the information contained on this form and also supplying additional information needed to complete our file on this contract, particularly as to the contract number.

For your convenience we are enclosing a business reply envelope and wish to take this opportunity to thank you for your assistance.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

I E Totten

IET:B
Encl

District Credit Supervisor

April 15, 1935

242

Averill & Philpott, Contractors
Route 10
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1711 awarded to you on February 28, 1935, for the construction of a bridge over Milk Creek near Mulino on the Cascade Secondary Highway in Clackamas County.

This copy is for your records and files.

Very truly yours,

OG

Secretary.

April 12, 1935

242

Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Attention: John H. Barnet, Manager
Surety Department

Gentlemen:

Reply is made to your letter of April 11 regarding the Averill & Philpott contract covering the construction of the Milk Creek bridge at Mulino.

We sent these contracts out to the contractor for execution on March 5 and they were returned to this office on March 15 and were signed by the Highway Commission on March 28. In accordance with our usual practice and according to the requirements of the Secretary of State we then submitted them to the attorney for approval as to form. The attorney found them incorrectly executed by Averill & Philpott, hence it was necessary to return them to the contractor for correction. This was done on April 1 with a letter of explanation. Averill & Philpott have not returned them to us to date. As soon as we receive them we will immediately send you your copy for your files.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBC:MC

Secretary

...PHILLIPS
...MAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
ATWATER 7305

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

PORTLAND, OREGON

April 11, 1935.

RECEIVED
APR 12 1935

...Oregon State Highway Commission,
...State of Oregon
...Salem, Oregon

Gentlemen:

...some weeks ago, ... bond to cover the contract for the construction of the bridge over Mill Creek at Salem, ... County, Oregon, for Averill & Philpott, contractors, but to date ... have not received ... the contract executed. ... please ... to complete our files. ...

...yours truly,

John H. Barnett
...Department

JHB:

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Milk Creek Bridge, Project No. BRS 242 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 242 (1935)

MILK CREEK BRIDGE ON THE

CASCADE HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 2, 1935

290	cu. yds.	Excavation	$ 6.25	$ 1,812.50
20	cu. yds.	Excavation below Plans	6.25	125.00
356	cu. yds.	Class "A" Concrete	18.40	6,550.40
160	cu. yds.	Class "D" Concrete	19.25	3,080.00
96,000	lbs.	Metal Reinforcement	0.047	4,512.00
416	lin. ft.	Concrete Handrail	3.90	1,622.40
All Required		Remove Old Bridge and Maintain Traffic		1,000.00
			Sub-total	$ 18,702.30
			10% Engr. & Cont.	1,870.23
			Total	$ 20,572.53

Length 0.037 mile

NRS Funds Requested- $ 20,572.53

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, laws 1931
State Funds for Maint: Chap. 41, Laws 1927

FORM S-S-1 10000 SM 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

242

March 27, 1935

Mr. J. T. Skelton
8507 N. Clarendon Ave.
Portland, Oregon

NOTED

State Highway Engineer

Dear Sir:

Herewith State Force Work Order for work in connection with maintenance of traffic at the Milk Creek Bridge on the Cascade Secondary Highway.

Very truly yours

C. B. McCullough
Bridge Engineer

By
W. A. Reeves
Office Engineer

WAR LD
Enc.

cc R. H. Baldock
E. G. Ricketts

Form 230—5010—1M—7-32

OREGON STATE HIGHWAY COMMISSION

ORDER FOR STATE FORCE WORK ON CONTRACT PROJECTS

Project Name Milk Creek Bridge [redacted] Date March 16th 193 5

Highway Cascade Secondary Contract No. 1711

County Clackamas Prefix 103 PB Account No. 833

NR 3-242-1935

Description of Work: Maintenance of traffic for construction of Milk Creek bridge - consisting of reinforcing old steel span and reconstructiong timber trestle approaches to same also maintenance of detour road and building and lighting of barricades and posting of proper signs.

Location by Station Numbers: Milk Creek Bridge at Mulino

Estimate of Quantities and Costs:

21 MBM used lbr. from Onion Flat bridge at $3.00	$ 63.00
12 MBM new lbr. at $10.50	126.00
Labor 33 MBM at $15 per MBM	495.00
Signs, barricades & lighting for same	100.00
Maintenance of detour road	100.00
	$884.00

Explanation:

Contract let on basis of state maintaining traffic

Approval recommended: E. H. Daniells
Resident Engineer

Approval recommended: [illegible]
Division Engineer

Approval recommended: [illegible]
Construction Engineer

Approved: [illegible]
State Highway Engineer

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Three copies of the order are to be submitted to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This order does not constitute authority for expenditures until approved by the State Highway Engineer.

242

March 1, 1938

Averill & Philpott
Route 10
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 28 for the construction of a bridge over Milk Creek on the Cascade Secondary Highway in Clackamas County, and has awarded to you the contract for such work at your bid price of $18,702.30, which price does not include traffic maintenance.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 242 (1935), Milk Creek bridge on the Cascade secondary highway at Mulino, to Averill & Philpot, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-A-1 10010 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

24

OREGON STATE HIGHWAY COMMISSION

SALEM
February 13, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Dr. C. B. McCullough,
Ass't State Highway Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

The right of way necessary for the construction of the Concrete Bridge over Milk Creek near Molino, in Clackamas County has been acquired.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works highway project NRS 242 (1935), the Milk Creek Bridge on the Cascade Highway, have today been recommended for approval. This is your authority for advertising.

The proposal and summary sheet both show Reinforcing Steel as 96,000 lbs. The estimate, however, was not corrected and we are changing the estimate accordingly. A copy of the estimate as corrected is enclosed.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

Oregon State Highway Department

U. S, Public Works Project
No. NRS 242 (1935)

MILK CREEK BRIDGE ON THE

CASCADE HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 12, 1935

290	cu. yds.	Excavation	$ 2.00	$ 580.00
20	cu. yds.	Excavation below plans	5.00	100.00
356	cu. yds.	Class "A" Concrete	20.00	7,120.00
160	cu. yds.	Class "D" Concrete	20.00	3,200.00
96,000	lbs.	Metal Reinforcement	0.05	4,800.00
416	lin. ft.	Concrete Handrail	5.00	2,080.00
All Required		Remove Old Bridge and Maintain Traffic		1,000.00
			Sub-total	$ 18,880.00
			10% Engr. & Cont.	1,888.00
				20,768.00
			Total	$ 20,218.00

Length 0.037 mile

20,768.00
NRS Funds Requested- $ ~~20,218.00~~

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 9, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Acting Chief of Bureau on February 6, 1935, approved the project statement for Oregon U. S. Public Works Highway project No. NRS 242, involving the construction of the Milk Creek Bridge, 0.04 of a mile in length on the Cascade Highway near Mulino in Clackamas County.

Very truly yours,

W. H. LYNCH
District Engineer

November 8, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Milk Creek Bridge on the Cascade Highway in Clackamas County. Number NRS 242 (1935) has been assigned to this project.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon

STATE ..... NRS 242 (1933)

PROJECT NO. .....
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

~~NATIONAL RECOVERY HIGHWAY ACT~~
AS REQUIRED BY

~~FEDERAL AID ROAD ACT~~
~~Approved June 16, 1933~~, and acts supplementary thereof and supplementary thereto.

November 8, 1934
(Date) .....

The Secretary of Agriculture,
Washington, D. C.

Oregon
Sir: ~~The State of~~ ..... ~~encourage National Industrial Recovery~~, ~~approved June 16, 1933~~, ~~entitled "An Act to provide for the construction of certain public works, and for other purposes,"~~ ~~and acts supplementary thereof and supplementary thereto~~, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission ....., constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. ~~Located as follows:~~ Milk Creek Bridge, Cascade Highway Sec. 17 T. 4 S R. 2 E. .....

2. Between control points of official description: ..... and .....

3. Between intermediate control points if used: ..... and .....

County of Clackamas .....

4. Length in miles (gross) .02 ..... (net) .02 .....

5. Preliminary estimate of cost: Total, $12,000; section of road to be first improved, $12,000,

of which $12,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: .....
(Amount.)
Sufficient to insure completion: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 248, laws 1930 .....
(Source; refer to statute.)

(*b*) County .....
(Amount.) (Source; refer to statute.)

.....

8—5072

7. Funds for maintenance to be provided by State, from the following
(State or (and)county.)
sources: Current Income: Chapter 41, laws 1927: Chapter 248, laws 1930
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described as shown by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the powers and authorities of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

As Chairman
(Title of officer.)

By

As Commissioner
(Title of officer.)

By

As Commissioner
(Title of officer.)

CONTRACT# 1712,

NRM 194-B Florence Ave.-Erie Ave. 1935
Unit, Astoria

1712

194-B

June 24, 1936

Edlefsen-Weygandt Co.
P. O. Box 5626
Portland, Oregon

Gentlemen:

We find, upon investigation, that you were not informed of the action taken by the State Highway Commission on your request of July 22, 1935 for an extension of time in which to complete your contract for paving Florence Avenue-Erie Avenue Unit, Astoria Section, Oregon Coast Highway in Clatsop County. There follows an excerpt from the minutes of the State Highway Commission meeting held on August 14, 1935 covering this matter:

"Edlefsen-Weygandt Co., Contract No. 1712, paving Florence Avenue-Erie Avenue Unit, Astoria Section, Oregon Coast Highway in Clatsop County, requested an extension of time of 15 days from July 31 to August 15, in which to complete this project, giving as their reason that they were unable to obtain equipment for the black top paving work. The Engineer advised that the paving work in connection with this contract was delayed approximately three weeks for reasons given by the contractor; also, that the traveling public has not been particularly inconvenienced by the delay, neither has the State incurred any extra expense for engineering. He recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

1946

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

October 15, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to initial voucher for Oregon U. S. Public Works project NRM 194-B (1935), covering period from April 8, 1935, to August 13, 1935, submitted in amount of $29,804.29.

Attention is called to error in extension for 123 lin. ft. 12" concrete pipe on 20' concrete pavement at $1.90. The correct figure should be $233.70.

We note also an error in the amount of 3"-0" shoulder rock in the same section. The copy of the engineer's estimate to the contractor shows this to be 287.5 cu. yds. We have so corrected copies of the voucher. The extension at $2.25 is $646.87.

Using the corrected extensions, the amount of work done on the 20' concrete pavement is $13,642.74, and for the whole project $28,492.29. The voucher is being recommended for payment in this last amount. Please show, therefore, $28,492.29 as previous payment on next voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

29804.29
28492.29
1,312.00

J-60

1946

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 2, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRM 194-B (1935), Astoria Section, Oregon Coast Highway, Clatsop County, was made by a representative of this office on September 9, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

For

1948

September 24, 1935.

Fidelity & Deposit Co. of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1712 for the construction of the Florence Avenue-Erie Avenue Unit (Astoria) Section of the Oregon Coast Highway in Clatsop County has been completed by the contractors, Edlefsen-Weygandt Company, Col. Blvd. & N. Calvert Street, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or about October 4, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $28,662.45, including the final payment. Of this amount $100.35 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-A-1 31648 SM 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1941

OREGON STATE HIGHWAY COMMISSION

SALEM

September 20, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Eilefsen-Heygandt Co.,
Contractors,
Columbia Blvd. & Calvert Ave.,
Portland, Ore.

Gentlemen:

In answer to George F. Anderson Company's letter of September 9th, concerning final estimate on the Florence-Denver Ave. Section of Oregon Coast Highway, I beg to advise that the June 15th estimate of 12270.8 cu. yds. was merely a monthly estimate which we corrected on the August estimate after the quantities were checked.

Mr. Mars, resident engineer, advised that he has gone over the pits and cross sections with Mr. Anderson and explained fully the reason for the deduction. While the resident engineers are instructed to prepare estimates in such a manner that the work done by sub-contractors is clearly set forth and we are willing to further explain any uncertainties to them, we request that all correspondence with the Salem Office be from the general contractor as we do not recognize any contractoral relations with the sub-contractor. This is fully set forth on Page 12 of the General Specifications.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS:H

CC to
R.H. Baldock ✓

Geo. F. Anderson
1193 Grand Ave.,
Astoria, Ore.

FORM S-A-1 21945 2M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1946

OREGON STATE HIGHWAY COMMISSION

SALEM

September 20, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. L. D. Mars,
Resident Engineer,
Rainier, Ore.

Dear Sir:

Attention is called to the last paragraph of your letter of September 13th, concerning measurements on the G. F. Anderson sub-contract, Idleifsen-Weygandt Contractor, Florence Ave.,-Denver Ave., Sec. Oregon Coast Highway, in which you make mention of using Mr. Scott's cross sections for construction quantities.

It is presumed that these cross sections mentioned are construction cross sections taken by Mr. Scott prior to your assumption of the job as certainly you are too experienced a resident engineer to use location cross sections for construction purposes. The resident engineer assumes responsibility for all data furnished him and must check everything from the beginning. All measurements, levels and cross sections should be entirely independent of the location data so that the resident engineer can be certain of the correctness of every detail. Occasionally when construction is begun by one engineer and then transferred to another, it is impossible to make a complete re-check of all the construction quantities, but even in these cases as much care as possible should be given to rechecking every detail.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock
W. E. Chandler

FORM S-A-1 S1048 3M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

1943

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

September 11, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Ore.

Dear Sir:

Herewith a copy of letter from Geo. F. Anderson Company regarding deduction of 620.7 cubic yards of excavation from their August estimate.

Will you please give us a report in order that we may answer Mr. Anderson's Letter.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock

Rec'd

1944 13

#1712

August 30, 1938

Mr. Clarence D. Porter, Manager,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

In response to your inquiry of August 27th we wish to advise that the Edlefsen-Weygandt Co. Contract No. 1712 - Florence Avenue-Erie Avenue Unit, Oregon Coast Highway in Astoria, was completed August 13th. The contract has not yet been accepted.

The total amount paid the contractors to date is $17,043.77, and the retained percentage is $2,226.00.

Very truly yours,

STATE HIGHWAY COMMISSION,

BY

Secretary.

Dict. by J. McFarland.

#1712

ARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

August 27, 1935.

Oregon State Highway Commission,
Salem , Oregon.

Gentlemen:

Re: #4020086-Edlefsen Weygandt Co
.89 mi.Grad. Paving and Pavement
Wid etc. Florence Ave. Erie Ave.
Union Astoria Sec. Ore. Coast Hwy.

Kindly advise the date of completion and final figures on the above contract.

Very truly yours,

Clarence D. Porter
Manager.

EW

Form 338—SM—8-34

...ION STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

194B

For Week Ending August 24, 1935

Section Florence-Erie Ave., Astoria

Highway Oregon Coast

Contractor Edlefsen & Weygandt

Date of contract February 28, 1935

Date work started April 8, 1935

Amount of contract $ 29,680.00

Kind of work Grading and paving

Section prefix 4-1101

Contract number 1712

Date of completion July 31, 1935, 1935

Estimated date of completion August 13, 1935

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 28,776.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 2,083.00 6.7 %

Date project was completed August 13, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Monday and Tuesday was spent in working up the final estimate and preparation to move.

Wednesday, Hagmeier and Isaacson were laid off, and I brought the car and equipment to Salem and turned it over to the Shops.

The remainder of the week was spent in completing the final profile and estimate. This will be completed Monday.

RECEIVED
AUG 31 1935
DIVISION ENGINEER

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Edelstein. Weygandt Co.

1943

July 2, 1935

Mr. J. M. Devers
O f f i c e

Dear Sir:

Please advise Mr. Norblad that we accept no responsibility in cases of this kind. This is the third time in the last month that a similar condition has arisen wherein we have been billed for damages by reason of cutting off traffic to service stations during construction.

It is certain that the improvement means a good deal to the City of Astoria and to the adjacent property owners. This work is being performed with government funds for the expenditure of which we are the custodian and agent. Certainly we should not be held responsible for discommoding adjacent property owners when we are paving the street at no cost to them. Ordinarily, they would suffer the expense as well as the inconvenience.

Very truly yours,

State Highway Engineer

RHB:HI

(Claim of Ed Hankkonen against Erickson-Haugandt Co.)

RECEIVED

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

194-B

June 27, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

It was noted during a recent inspection of the Florence Avenue-Erie Avenue unit of the Astoria Section of the Oregon Coast Highway, Project No. NRM 194-B (1935), that the asphalt pavement had been extended from Station 32+00 to Station 30+47. It will be necessary to submit revised plans and quantities showing this change. The distribution of quantities for the final estimate should be segregated to conform to the actual construction.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRM 194-B (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Hyp, 25 375

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. [redacted] 194-B (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 5th day of June, 1935, a project statement, which was approved by the Secretary on the 28th day of June, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 8th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty two thousand, six hundred forty seven and 99/100

dollars ($32,647.99) as the share of the United States payable under said act on account of Section B of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is 1% the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 17+00 at the intersection of Florence Avenue and Taylor Avenue, and survey station 64+00 at the intersection of Erie Avenue and Taylor Avenue, all within the city of Astoria,

, length 0.890 of a mile, in Clatsop County, being Section B of Oregon U.S.Pub.Wks.Hwy. project No. ~~NRM 194~~ (1935), consisting of 0.890 of a mile of roadway and no bridges, each of more than 20 feet clear span, ~~over-intersections~~ known locally as Florence Avenue-Erie Avenue section of Oregon Coast Highway, between official control points Astoria and Hebo.

8 –5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirty two,thousand, six hundred forty seven and 99/100 dollars ($32,647.99), certified to the Secretary of the Treasury as above mentioned, which ~~shall not exceed the authorized Federal pro rata share~~ ~~dollars ($ is~~ the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 41, Laws of 1927 and Chap. 88, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 31st day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Leo Laslebury

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By C. J. McSon

Acting Chief, Bureau of Public Roads.

8—3513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Pub. Wks. Hwy. Project No. NRM 194-B (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 32,647.99 as the total estimated cost of said project, and the sum of $32,647.99 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share~~ is of said total estimated cost.

Done at the city of Washington, this 31st day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By C. M. Mason
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4839

RECEIVED
MAY 31 1935
DEPARTMENT OF AGRICULTURE

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Florence Avenue-Erie Avenue Section in Astoria, Project No. NRM 194-B (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department — U. S. Public Works
Project No. NRM 194-B (1935)

FLORENCE AVE.-MILE AVE. SECTION IN ASTORIA,

ON THE ROOSEVELT COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

20' Concrete Pavement (Sta. 17+00 to 32+00)

All Required				
		Clearing and Grubbing		$ 31.91
8,000	cu. yds.	Excavation, Single Classification	$0.30	2,400.00
50	yd. sta.	Overhaul	0.02	1.00
9,500	yd. mi.	Truck Haul	0.12	1,020.00
0.3	mile	Finishing Roadbed and Slopes	150.00	45.00
750	cu. yds.	Rock Embankment	1.60	1,200.00
1	only	Concrete Catch Basin	35.00	35.00
60	lin. ft.	12" Concrete Pipe	1.90	114.00
150	sq. yds.	Removal of Old Pavement	0.30	45.00
3,400	" "	Portland Cement Concrete Pavement	2.00	6,800.00
350	lin. ft.	Expansion Joints	0.20	70.00
1,800	" "	Contraction "	0.04	72.00
1,700	only	Dowels	0.20	340.00
1,400	lbs.	Tie Bars and Reinforcement	0.06	84.00
230	cu. yds.	Lower Course of Cushion	2.40	552.00
120	" "	Top Course of Cushion	1.65	198.00
350	" "	3" - 0" Shoulder Rock	2.25	787.50
150	" "	1½" - 0" Shoulder Rock	2.65	397.50
50	" "	Filler	0.40	20.00
50	yd. mi.	Hauling Filler	0.15	7.50
10	tons	Class "B" Asphaltic Concrete	7.50	75.00

Sub-total	$14,295.41
10% Engr. & Cont.	1,429.54
Total	$15,724.95

Length	0.284 mile
Cost per mile	$55,369.54

20' Asphalt Pavement (Sta. 32+00 to 64+30)

All Required				
		Clearing and Grubbing		$ 63.09
2,000	cu. yds.	Excavation, Single Classification	$0.30	600.00
550	yd. sta.	Overhaul	0.02	11.00
500	yd. mi.	Truck Haul	0.12	60.00
0.6	mile	Finishing Roadbed and Slopes	150.00	90.00
450	cu. yds.	Rock Embankment	1.60	720.00

1,500	sq. yds.	Portland Cement Concrete Base	$1.58	$2,370.00
200	lin. ft.	Expansion Joints	0.20	40.00
900	" "	Contraction Joints	0.04	36.00
700	only	Dowels	0.20	140.00
100	cu. yds.	Lower Course of Cushion	2.40	240.00
50	" "	Top Course of Cushion	1.65	82.50
700	" "	3" - 0" Shoulder Rock	2.25	1,575.00
300	" "	1½" - 0" Shoulder Rock	2.65	795.00
180	" "	Rock Footpath	2.65	477.00
100	" "	Filler	0.40	40.00
100	yd. mi.	Hauling Filler	0.15	15.00
720	tons	Class "B" Asphaltic Concrete	7.50	5,400.00
350	"	Cutback Asphalt Wearing Surface	7.50	2,625.00
			Sub-total	$15,394.59
			10% Engr. & Cont.	1,538.45
			Total	$16,923.04

Length 0.606 mile
Cost per mile $27,925.80

PWA Funds Requested
20' Concrete Pavement $15,724.95
20' Asphalt " 16,923.04
$32,647.99

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931
State Funds for Maintenance: Chap. 41, Laws 1927; Chap. 88, Laws 1931

March 21, 1935

194B

Edlefsen-Weygandt Co.
Columbia Blvd. & N. Calvert Avenue
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of contract #1712 awarded to you on February 28, 1935, for the paving of Florence Avenue-Erie Avenue Unit, Astoria Section of the Oregon Coast Highway in Clatsop County.

This copy is for your records and files.

Very truly yours,

DG

Secretary.

194-B

March 6, 1935

Kilefsen-Negygandt Company
Columbia Boulevard & N. Calvert Avenue
Portland, Oregon

Gentlemen:

For use in connection with the Florence Avenue-Erie Avenue Unit, Astoria Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, 118 - 8th Street, Astoria, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. J. H. Scott

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 194-B (1935), Florence Avenue-Erie Avenue Unit, Astoria section of Oregon Coast Highway, to Edlefsen-Weygandt Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

194B

February 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the suggestion contained in your letter of February 18th, the typical section for the pavement to be constructed between Stations 32 and 64 on the Astoria Section, Project No. NRM 194-B (1935) has been corrected to show the thickness of the asphaltic leveling course on the 4" new concrete base to be 1½ inches.

Five blueprint copies of the revised typical section sheet are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 18, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon U.S.Public Works highway project NRM 194-B (1935), the Astoria section of the Oregon Coast Highway, on which bids will be received February 28,1935.

The typical section for the pavement to be constructed between stations 32 and 64 does not clearly indicate the thickness of the asphaltic leveling course on the 4' widening section, though we presume this will be a uniform 1-1/2" thickness.

Will you please furnish revised typical section sheet for this project showing this detail.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-A-1 10610 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1944-13

OREGON STATE HIGHWAY COMMISSION

SALEM
February 14, 1935.

IN REPLY PLEASE
REFER TO FILE No.

Mr. W. B. Chandler,
Division Engineer,
Salem, Ore.

Dear Sir:

We should be furnished by not later than the last of next week with a copy of the resolution proceedings of the City Council, approving the street grades etc., for the following projects involved in your division:-

VRM 1946 Astoria - Florence Ave. - Erie Ave. Unit-
Coast Highway in Clatsop Co.

VRS 249 Dallas - Rickreall Creek-Coast Junction Unit-
Salem-Dallas Highway in Polk Co.

3677 Newberg - Newberg-Chehalem Creek Section in
Yamhill County.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER..

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R.H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREGON

February 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works highway project NRM 194-B (1935), Astoria section of the Oregon Coast Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

February 7, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Florence Avenue--Erie Avenue Section in Asteria, Project No. NEM 194-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 194-B (1935)

FLORENCE AVE.-ELK AVE. SECTION IN ASTORIA

ON THE ROOSEVELT COAST HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 7, 1935.

20' Concrete Pavement (Sta. 17+00 to 32+00).

All Required		Clearing and Grubbing		$ 100.00
8,000	cu. yds.	Excavation, Single Classif.	$0.30	2,400.00
50	yd. sta.	Overhaul	0.04	2.00
8,500	yd. mi.	Truck Haul	0.15	1,275.00
0.3	mile	Finishing Roadbed and Slopes	200.00	60.00
750	cu. yds.	Rock Embankment	1.00	750.00
1	only	Concrete Catch Basin	20.00	20.00
60	lin. ft.	12" Concrete Pipe	1.50	90.00
150	sq. yd.	Removal of Old Pavement	0.50	75.00
3,400	" "	Portland Cement Concrete Pavement	2.00	6,800.00
350	lin. ft.	Expansion Joints	0.20	70.00
1,800	" "	Contraction Joints	0.05	90.00
1,700	only	Dowels	0.20	340.00
1,400	lbs.	Tie Bars & Reinforcement	0.06	84.00
230	cu. yds.	Lower Course of Cushion	1.80	414.00
120	" "	Top Course of Cushion	1.50	180.00
350	" "	3" - 0" Shoulder Rock	1.50	525.00
150	" "	1½" - 0" Shoulder Rock	1.80	270.00
50	" "	Filler	0.50	25.00
50	yd. mi.	Hauling Filler	0.20	10.00
10	tons	Class "B" Asphaltic Concrete	8.00	80.00
			Sub-total	$ 13,660.00
			10% Engr. & Cont.	1,366.00
			Total.....	$ 15,026.00

Length 0.284 mile
Cost per mile $52,908.45

20' Asphalt Pavement (Sta. 32+00 to 64+00)

All Required		Clearing and Grubbing		$ 200.00
2,000	cu. yds.	Excavation, Single Classif.	$ 0.30	600.00
550	yd. sta.	Overhaul	0.04	22.00
500	yd. mi.	Truck Haul	0.15	75.00

0.6	mile	Finishing Roadbed and Slopes	$200.00	$ 120.00
450	cu. yds.	Rock Embankment	1.00	450.00
1,500	sq. yds.	Portland Cement Concrete Base	2.00	3,000.00
200	lin. ft.	Expansion Joints	0.20	40.00
900	" "	Contraction Joints	0.05	45.00
700	only	Dowels	0.20	140.00
100	cu. yds.	Lower Course of Cushion	1.80	180.00
50	" "	Top Course of Cushion	1.50	75.00
700	" "	3" - 0" Shoulder Rock	1.50	1,050.00
300	" "	1½" - 0" Shoulder Rock	1.80	540.00
180	" "	Rock Footpaths	2.00	360.00
100	" "	Filler	0.50	50.00
100	yd. mi.	Hauling Filler	0.20	20.00
720	tons	Class "B" Asphaltic Concrete	8.00	5,760.00
350	"	Cutback Asphalt Wearing Surface	8.00	2,800.00
			Sub-total	$15,527.00
			10% Engr. & Cont.	1,552.70
			Total.....	$17,079.70

Length 0.606 mile
Cost per mile $28,184.32

NHS Funds Requested:

20' Concrete Pavement.....	$15,026.00
20' Asphalt Pavement	17,079.70
	$32,105.70

CONTRACT #1713,

NRM 121-G Gold Hill Sec., Grad. & 1935
Paving
#1713

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

September 18, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 21, 1935, regarding Extra Work Order No. 2 on Oregon U.S.Public Works project NRM 131-G (1935), the Gold Hill section of the Pacific Highway.

Our Washington office has advised that Federal participation should be limited to the contract unit price for the yardage removed in accordance with the specifications, and payment is being allowed for 53 square yards at 25¢ per square yard. The voucher has been accordingly reduced by $39.83, and passed for payment in the amount of $1,140.76.

In view of this ruling it appears that allowances to contractors over bid prices will be scrutinized very carefully, and should not be included in vouchers unless the work done is clearly not covered by the specifications for any bid item.

Very truly yours,

W. H. LYNCH
District Engineer

5.9

131.9

August 21, 1935

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of August 17, 1935 in which inquiry is made concerning Extra Work Order No. 2 on the Gold Hill Section, Project No. NRM 131-C (1935).

As described in the extra work order, the work consisted of removing a narrow strip of the existing pavement 0.5' to 1.0' in width. It was quite expensive work, requiring principally hand labor, and was of a nature that is normally not contemplated under the specification for "Removal of Old Pavement." Accordingly, the work was handled and paid for on a force account basis.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 17, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher recently submitted for Oregon U.S.Public Works project NRM 131-G (1935), the Gold Hill section of the Pacific Highway.

In order that we may explain the necessity for Extra Work Order No. 2 when we recommend the voucher for payment, will you please say exactly what work was done under the order and how it differed from the contract item of Removal of Old Pavement.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-0-1 50250 1M 9-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

PR 131-G

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

July 20, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

Received your letter of July 17th, requesting additional information about filler used on the Gold Hill paving, constructed under contract 1713.

Final estimate shows 87 yards filler used between stations 509+50 and 517+76.3. Approximately 70 yards of this total was used as sand cushion under the concrete pavement. The material in the sub-grade had lots of coarse gravel in it and it was necessary to add this fine material to fine grade for pavement. This material could be called borrow, although I think filler is the proper term.

The material was obtained from the same place as the other filler used on shoulders. The price of borrow was 60¢ and filler 50¢. I think if you explain to the Bureau of Public Roads that nearly all of this filler was used on the sub-grade rather than on the shoulders there will be no question of excess filler.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

PA 15-G

July 17, 1935

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of May 14, 1935 concerning overruns and underruns which occurred in connection with the Gold Hill Section, constructed under Contract No. 1713.

Your letter makes the statement that "Filler and Filler Haul were underestimated." In checking through the items for each of the three types of roadway on which federal cooperation is being received, we have noted that there was used on the section between Sta. 509+50 and 517+76.3 (Dual Type Pavement, 49' Roadway) 87 cu. yds. of Filler, although the total quantity of shoulder materials is only 106 cu. yds. While it seems that some quantity of the old shoulder material was salvaged and incorporated in the work, it still appears that the quantity of filler used on the section is unusually large and some additional explanation will no doubt be required by the Bureau of Public Roads when the final estimate is submitted to them. Will you please submit further details concerning the item.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

PR 131-G

19008 1-18 1-38

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

May 14, 1935.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. H. PRODERT

Dear Sir:

-GOLD HILL OVERPASS AND UND RNDS-

The authorization for the Gold Hill grading was $5,594.60 and the final estimate, including contingencies and engineering costs, is total of $1,7[illegible].96. About half of this saving was effected in the item for contingencies.

There are however a considerable number of individual items which underran or overran more than 10%. The plans were revised in the field office and the construction in the field followed the plans but certain items apparently must have been over or under estimated.

Excavation and overhaul were over estimated but truck haul was under estimated.

More old culvert and timber was found during salvaging operations.

Amount of old [illegible] was under estimated.

The large number of [illegible] for expansion joints and timber [illegible] amount placed checked very closely with the net quantities estimated.

The gravel for base course of sub-grade was under estimated [illegible] during grading operations which could not be developed near the north end of the job and this required some additional crushed gravel.

Class "B" asphaltic concrete ran under the preliminary estimate and cutback wearing surface ran over the preliminary estimate but the total tons of bituminous placed was 1101 tons compared with 1113 tons in the preliminary estimate.

The lower course crushed material underran the preliminary because some 700 yards of crushed gravel salvaged from the old [illegible] used for this.

Filler and [illegible] filler were under estimated.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. [illegible]. Smith
cc. U.S. Bureau of Public Roads.

EAC:MF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRM 131-G (1935), Gold Hill Section, Pacific Hwy., Jackson County, was made by a representative of this office on May 15, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Stencil No. 12

PR 131-G

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE No. ~~Oregon NRM 131-F & G (1935)~~

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Interstate~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jm

Hwy. 25307

Form P. R. 2

State Oregon

U.S.Public Works Hwy. Project No. [redacted] 131-C (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 9th day of May, 1929, a revised project statement, which was approved by the Secretary on the 29th day of June, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty two thousand, five hundred forty five and 60/100

dollars ($ 22,545.60) as the share of the United States payable under said act on account of Section C of said project, which is of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 504+18.4, the north end of Section A of said project, and survey station 524+75.0, a point in the NE 1/4 of Sec. 21, T 36 S, R 3 W, W.M, all within the city limits of Gold Hill,

, length 0.389 of a mile, in Jackson County, being Section G of Oregon U.S.Pub.Wks.Hwy. project No. NRM 131(1935), consisting of 0.389 of a miles of roadway and no bridges, of more than 20 feet clear span, known locally as the Gold Hill section of the Pacific Highway, between official control points Medford and Grants Pass.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5516

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6 of said project shall not in any event exceed the sum of twenty two thousand, five hundred forty five and 60/100 dollars ($22,545.60), certified to the Secretary of the Treasury as above mentioned, which [redacted] not exceed the authorized Federal pro rata share of [redacted] dollars ($ is [redacted], the approved total estimated cost of Section 6 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted] the aggregate of payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

Chap. 41, Laws of 1927, and Chap. 88, laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6 of said project shall not in any event exceed the sum of twenty two thousand, five hundred forty five and 60/100 dollars ($22,545.60), certified to the Secretary of the Treasury as above mentioned, which [redacted] not exceed the authorized Federal pro rata share of [redacted] dollars ($[redacted]), the approved total estimated cost of Section 6 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall the aggregate of payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927, and Chap. 88, laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By E. R. Marlburn
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

S—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks. Hwy. Project No. NRM 131-G (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 22,545.60 as the total estimated cost of said project, and the sum of $ 22,545.60 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By C. F. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4829

Finance & Adj
Bonds
Contractors

#1713

13:-9

June 6, 1935

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. 1713 for the construction of the Gold Hill Section of the Pacific Highway in Jackson County has been completed by the contractors, Mountain States Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 15, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $20,462.88 including the final payment. Of this amount $80.25 was for force account work.

Very truly yours,
STATE HIGHWAY COMMISSION

BY

Secretary.

Dict. by J. McFarland.

FORM S-A-1 10154 SM 1-55

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

Correct Grade
Price Agreements

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 16, 1955.

NOTED
State Highway Engineer

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION S. H. PROBERT

Dear Sir:

A copy of your letter of May 15th, to Mr. Whitmore concerning price agreement No. 2 on Gold Hill Paving has been received.

The point you request additional information about I attempted to cover under item "5" in my letter to you of May 14th. The west edge of the easterly 10 foot concrete strip at Gold Hill came on the east edge of the old bituminous pavement at station 516 but gradually encroached on the old bituminous pavement until at station 521+36 this west edge was about one foot in on the old pavement.

This was Inspector Fields' first concrete paving job with the State and the contractor first constructed his form for the west edge of this strip following exactly the edge of the old black pavement. Mr. Whitmore discovered this error on his daily visit and directed that the forms be moved back to the true location. This involved considerable work on the part of the contractor as it was necessary to adjust the forms according to the height of the old black pavement and to drive pins through the old black pavement to fasten the forms in place. It was then necessary to cut off this strip of black pavement.

The clause mentioned in your letter, given on sheet 25 of the special provisions, would not in my opinion cover the removal of as much pavement as was required in this instance. The "trimming" clause in my opinion should cover the cutting off of any overhanging sections and the removal of any minor irregularities possibly amounting to 2 inches or 3 inches and for distances of not over 10 feet or so. Furthermore the contractor feels that at least part of the cost of resetting the forms should be borne by the State. The labor shown by Whitmore for this item on his price agreement No. 2 covers labor and rental of compressor and truck to chisel off this strip and to dispose of the material chiseled off.

I feel that our Inspector and Engineer should have been following the form setting close enough to have prevented the setting of the forms at the wrong location and that payment by the State of the costs indicated by Whitmore will be a fair adjustment of the contractor's claims.

Very truly yours,

cc. R. H. Baldock
cc. P. P. Whitmore
EAC:AWF

E. A. COLLIER
Division Engineer

Cont.
Corr. & Agrees
Jackson Co.
1319

May 15, 1935

Mr. P. P. Whitmore
Resident Highway Engineer
Ashland, Oregon

Dear Sir:

The enclosed Price Agreement No. 2, in connection with the Gold Hill paving project, is being returned for the reason that the items of work covered are not properly handled on a price agreement basis. It is our practice to handle items of this kind on a force account basis and it will, therefore, be necessary to submit an extra work order and force account bills for each of the four items involved.

In this connection, we would like to be advised as to the occasion for allowing extra work payment for the cutting back of the edge of the old bituminous pavement. It appears to us that the cutting back of the old pavement is properly a part of the preparation of subgrade work, being covered by that paragraph on Sheet No. 25 of the special provisions which reads as follows:

> "The edge of existing bituminous pavement along which concrete pavement is to be constructed shall be trimmed back to a straight line and to a square and vertical face before the side form for the concrete is set."

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc H. G. Smith
E. A. Collier

Encl.

FORM S-6-1 19009 1-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER

ROSEBURG, OREGON

Sep 14, 1935.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

Re: S. P. Cleveland
(Gold Hill Paving)

Dear Sir:

Price Agreement No. 2 attached hereto covers a number of small items claimed by the contractor and recommended for approval by Whitmore and myself.

Whitmore has based his price agreement on force account basis apparently and it would perhaps have been better to have written these up as small force account orders. The contractor and Whitmore have however reached an agreement on this and rather than open an opportunity for any further argument on the matter I would like to have this put through as it is written up. If you find it necessary to split this up into several price agreements they could be written up in your office and put through on agreement blanks in round figures if advisable.

The circumstances covering these several items are as follows:

1. The Council requested the contractor to trim some trees and Inspector Fields permitted this work to be done although it was not a part of the clearing required under our contract.

2. No provision was made in the contract for taking down and rebuilding the guard fence at the end of the bridge which became necessary during grading operations.

3. Under the force account for the removal of concrete on the east side of the pavement from Station 516 to 521+36 it became necessary to cut off a narrow strip of the old 5" pavement. This had to be chiseled off by hand and the contractor felt it could not fairly be classified as removal of old pavement and therefore spent a great deal more than was paid him by the contractor for the removal of the old pavement.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. B. Fi.

EAC:H

FORM S-A-1 10154 SM 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

Consl Engineer
Ore. & Calif.
Jacksonville
1319

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 14, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

-GOLD HILL OVERRUNS AND UNDERRUNS-

The authorization for the Gold Hill paving was $23,524.60 and the final estimate, including contingencies and engineering costs, is a total of $21,753.98. About half of this saving was effected in the item for contingencies.

There are however a considerable number of individual items which underran or overran more than 10%. The plans were revised in the Salem office and the construction in the field followed the plans but certain items apparently must have been over or under estimated.

Excavation and overhaul were over estimated but truck haul was under estimated.

More old culvert and tile was found during salvaging operations.

Removal of old pavement was under estimated.

Too large an allowance was made for expansion joints and tie bars as the amount placed checked very closely with the net quantities estimated.

The gravel for both courses of sub-base was under estimated and a rain fell during grading operations which caused a soft spot to develop near the north end of the job and this required some additional crushed gravel.

Class "B" asphaltic concrete ran under the preliminary estimate and cutback wearing surface ran over the preliminary estimate but the total tons of hotstuff placed was 1101 tons compared with 1120 tons in the preliminary estimate.

The lower course shoulder material underran the preliminary because some 200 yards of crushed gravel salvaged from the old shoulders was used for this.

Filler and hauling filler were under estimated.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith
cc. U.S. Bureau of Public Roads.

EAC:AWF

Form 338—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 11, 1935

Section Gold Hill

Highway Pacific

Contractor Mt States Const Co

Date of contract Feb 28, 1935

Date work started March 26, 1935

Amount of contract $ 21386.

Kind of work Paving

Section prefix 15 P S

Contract number 1713

Date of completion July 31, 1935

Estimated date of completion May 7, 1935

Per cent of time elapsed 47. %

Estimated cost of completed project, exclusive of engineering $ 21386.

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 1070., 5 %

Date project was completed 5/7, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work on this job completed May 7 except resetting guard fence at E side of road at N end of Bridge.

Three men worked at this 5 hrs Friday and 5 hrs Saturday.

Street inspectors George Miller to Vic Goodnight on Grants Pass Job May 1.

" " H F Field " F T Young May 6.

RECEIVED
MAY 13 1935

L. P. Whitmore

Signed L. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	9.45				9.45
Miles partially completed					
Miles completed					
Total estimated quantities				AC Comp	PC Conc
Estimated quantities moved or placed to date				1101 tons	2907 sq y
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Jackson COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men	3						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

Federal

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Gold Hill Section, Project No. NFM 131-C (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [illegible] 131-C (1935)

OCEAN VIEW SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 2, 1935

Asphaltic Concrete Taper Connections
(Sta. 504+13.4 to 509+50) (521+46.3 to 524+75)

650	cu. yds.	Excavation, Single Classification	$ 0.60	$ 390.00
100	yd. mi.	Truck Haul	0.20	20.00
160	cu. yds.	Lower Course, Subbase Materials	2.00	320.00
80	cu. yds.	Top Course, Subbase Materials	2.00	160.00
210	tons	Class "A" Asphaltic Concrete	7.50	1,575.00
250	tons	Class "B" Asphaltic Concrete	7.50	1,875.00
140	tons	Cutback Asphalt Wearing Surface	7.50	1,050.00
120	cu. yds.	Lower Course, Subbase & Shoulders	2.00	240.00
60	cu. yds.	Top Course, Subbase & Shoulders	2.00	120.00
30	cu. yds.	Filler	0.50	15.00
30	yd. mi.	Hauling Filler	0.20	6.00
		Sub-total		$ 5,772.00
		10% Engr. & Cont.		577.10
		Total		$ 6,348.10

Length 0.165 mile
Cost per mile $ 38,473.33

Dual Type Pavement, 49' Roadway
(Sta. 508+50 to 517+76.3)

50	cu. yds.	Trench Excavation	$ 0.75	$ 37.50
750	cu. yds.	Excavation, Single Classification	0.60	450.00
1,500	yd. sta.	Overhaul	0.02	30.00
200	yd. mi.	Truck Haul	0.20	40.00
60	lin. ft.	Moving 18" Culvert Pipe	0.25	15.00
70	lin. ft.	Salvaging Culvert Pipe & Tile	0.25	17.50
60	lin. ft.	12" Concrete Tile	1.25	75.00
2	only	Concrete Catch Basins	20.00	40.00
50	sq. yds.	Removal of Old Pavement	0.25	12.50

2,700	sq. yds.	Portland Cement Concrete Pavement	$ 2.25	$ 6,075.00
400	sq. yds.	Portland Cement Concrete Base	2.00	800.00
340	lin. ft.	Expansion Joints	0.20	68.00
1,600	lin. ft.	Contraction Joints	0.04	64.00
1,600	only	Dowels	0.18	288.00
1,570	lbs.	Tie Bars and Reinforcement	0.06	94.20
220	tons	Class "B" Asphaltic Concrete	7.50	1,650.00
90	tons	Cutback Asphalt Wearing Surface	7.50	675.00
120	cu. yds.	Lower Course, Subbase & Shoulders	2.00	240.00
60	cu. yds.	Top Course, Subbase & Shoulders	2.00	120.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
			Sub-total	$ 10,798.70
			10% Engr. & Cont.	1,079.87
			Total	$ 11,878.57

Length 0.156 mile
Cost per mile $ 76,144.68

Dual Type Pavement, 40' Roadway
(Sta. 517+76.3 to 521+36.3)

500	cu. yds.	Excavation, Single Classification	$ 0.60	$ 300.00
1,500	yd. sta.	Overhaul	0.02	30.00
200	yd. mi.	Truck Haul	0.20	40.00
850	sq. yds.	Portland Cement Concrete Pavement	2.25	1,912.50
160	sq. yds.	Portland Cement Concrete Base	2.00	360.00
110	lin. ft.	Expansion Joints	0.20	22.00
500	lin. ft.	Contraction Joints	0.04	20.00
500	only	Dowels	0.18	90.00
330	lbs.	Tie Bars and Reinforcement	0.06	19.80
70	tons	Class "B" Asphaltic Concrete	7.50	525.00
40	tons	Cutback Asphalt Wearing Surface	7.50	300.00
100	cu. yds.	Lower Course, Subbase & Shoulders	2.00	200.00
50	cu. yds.	Top Course, Subbase & Shoulders	2.00	100.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
			Sub-total	$ 3,926.30
			10% Engr. & Cont.	392.63
			Total	$ 4,318.93

Length 0.068 mile
Cost per mile $ 63,513.68

NEW Funds Requested:-

Asphaltic Concrete Taper Connections	$ 6,348.10
Dual Type Pavement, 49' Roadway	11,878.57
Dual Type Pavement, 40' Roadway	4,318.93
	$ 22,545.60

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 88, Laws 1931

FORM S-A-1 10610 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 11, 1935

131 L

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

In response to your letter of March 9th, re the right of way situation at Gold Hill, we are advised by Mr. Defouss that there is now no reason why the property, as outlined on the blue print sent you recently, should not be occupied by the State for construction purposes at any time that it is required.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock
J. M. Devers
P. P. Whitmore

FORM S-A-1 16819 12M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

131-D

OREGON STATE HIGHWAY COMMISSION

SALEM

March 9, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

We received today from H. N. Hackett a print showing proposed right of way to be acquired from the Southern Pacific at Gold Hill. The construction of the Gold Hill project will require occupancy of part of this strip.

Please advise if negotiations have proceeded far enough so that we can enter and use this strip.

Contractor Lindsey of the Mountain States Construction Company expects to start grading work on this job in the immediate future.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

March 6, 1935

131 L

Mountain States Construction Co.
1644 Washington Street
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 1715 which was awarded to you on February 28 for the paving of the Gold Hill Section of the Pacific Highway in Jackson County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

131-G

March 6, 1935

Mountain States Construction Co.
1644 Washington Street
Eugene, Oregon

Gentlemen:

For use in connection with the Gold Hill Grading and Paving Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, City Hall, Medford, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MZ

Encl.

cc Mr. E. A. Collier
Mr. V. L. Goodnight

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 131-G (1935), Gold Hill section of the Pacific Highway, to the Mountain States Construction Company, Eugene, Oregon, who submitted the low bidder.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works project NRM 131-C (1935), the Gold Hill section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising.

On the title sheet it is noted that the street to be improved is 2nd Avenue, while on the detail plan it is evidently 4th Avenue and in the special provisions it is called Main Street. While this is a minor detail, all papers for a project should be in accord. Please advise at once the correct name of this street.

We should have copies of the usual resolution by the town of Gold Hill.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

February 9, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Gold Hill Section, Project No. NRM 131-C (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Your attention is called to a small amount of work being done on Project No. 131-A which connects ith Project No. NRM 131-C (1935). As this work is of a minor nature, no cooperation on it is being requested.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 131-0 (1935)

GOLD HILL SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 9, 1935

Asphaltic Concrete Paver Connections
(Sta. 504+18.4 to 509+50) (521+36.3 to 524+75)

650	cu. yds.	Excavation, Single Classification	$ 0.70	$ 455.00
100	yd. mi.	Truck Haul	0.20	20.00
160	cu. yds.	Lower Course, Subbase Materials	2.30	368.00
80	cu. yds.	Top Course, Subbase Materials	2.50	200.00
210	tons	Class "A" Asphaltic Concrete	7.50	1,575.00
250	tons	Class "B" Asphaltic Concrete	7.50	1,875.00
140	tons	Cut-back Asphalt Wearing Surface	7.50	1,050.00
120	cu. yds.	Lower Course, Subbase & Shoulders	2.30	276.00
60	cu. yds.	Top Course, Subbase & Shoulders	2.50	150.00
30	cu. yds.	Filler	0.50	15.00
30	yd. mi.	Hauling Filler	0.20	6.00
		Sub-total		$ 5,990.00
		10% Engr. & Cont.		599.00
		Total		$ 6,589.00

Length 0.165 mile
Cost per mile $ 39,933.33

Dual Type Pavement, 49' Roadway
(Sta. 509+50 to 517+76.3)

50	cu. yds.	Trench Excavation	$ 1.00	$ 50.00
750	cu. yds.	Excavation, Single Classification	0.70	525.00
1,500	yd. sta.	Overhaul	0.03	45.00
200	yd. mi.	Truck Haul	0.20	40.00
60	lin. ft.	Moving 18" Culvert Pipe	0.50	30.00
70	lin. ft.	Salvaging Culvert Pipe and Tile	0.40	28.00
60	lin. ft.	12" Concrete Tile	1.50	90.00
2	only	Concrete Catch Basins	25.00	50.00

50	sq. yds.	Removal of Old Pavement	$ 0.50	$ 25.00
2,700	sq. yds.	Portland Cement Concrete Pavement	2.20	5,940.00
400	sq. yds.	Portland Cement Concrete Base	2.20	880.00
340	lin. ft.	Expansion Joints	0.20	68.00
1,600	lin. ft.	Contraction Joints	0.05	80.00
1,600	only	Dowels	0.20	320.00
1,570	lbs.	Tie Bars and Reinforcement	0.06	94.20
220	tons	Class "B" Asphaltic Concrete	7.50	1,650.00
90	tons	Cut-back Asphalt Wearing Surface	7.50	675.00
120	cu. yds.	Lower Course, ~~Subbase &~~ Shoulders	2.30	276.00
60	cu. yds.	Top Course, ~~Subbase &~~ Shoulders	2.50	150.00
10	cu. yds.	Filler	0.50	5.00
10	cu. yds.	Hauling Filler	0.20	2.00
		Sub-total		$ 11,023.20
		10% Engr. & Cont.		1,102.32
		Total		$ 12,125.52
		Length	0.156 mile	
		Cost per mile	$ 77,727.69	

Dual Type Pavement, 40' Roadway
(Sta. 517+76.3 to 521+36.3)

500	cu. yds.	Excavation, Single Classification	$ 0.70	$ 350.00
1,500	yd. sta.	Overhaul	0.03	45.00
200	yd. mi.	Truck Haul	0.20	40.00
850	sq. yds.	Portland Cement Concrete Pavement	2.20	1,870.00
180	sq. yds.	Portland Cement Concrete Base	2.20	396.00
110	lin. ft.	Expansion Joints	0.20	22.00
500	lin. ft.	Contraction Joints	0.05	25.00
500	only	Dowels	0.20	100.00
330	lbs.	Tie Bars and Reinforcement	0.06	19.80
70	tons	Class "B" Asphaltic Concrete	7.50	525.00
40	tons	Cut-back Asphalt Wearing Surface	7.50	300.00
100	cu. yds.	Lower Course, ~~Subbase &~~ Shoulders	2.30	230.00
50	cu. yds.	Top Course, ~~Subbase &~~ Shoulders	2.50	125.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
		Sub-total		$ 4,054.80
		10% Engr. & Cont.		405.48
		Total		$ 4,460.28
		Length	0.068 mile	
		Cost per mile	$ 65,[illegible].35	

MMM Funds Requested:-

Asphaltic Concrete Taper Connection	$ 6,589.00
Dual Type Pavement, 49' Roadway	12,125.52
Dual Type Pavement, 40' Roadway	4,460.28
	$ 23,174.80

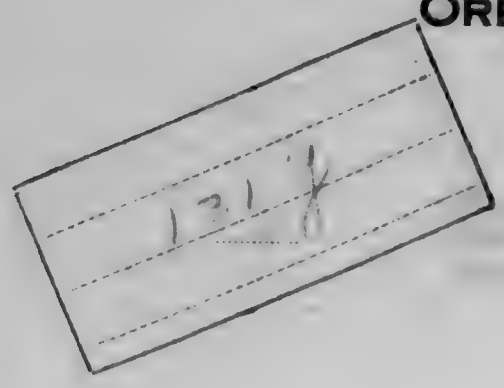
FORM S-A-1 15749 10M 2 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. E. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM



July 18, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: W. C. Hall

Dear Sir:

Your letter of July 14th, regarding Gold Hill project received.

I have no further suggestions as to alignment but estimate for asphaltic concrete surfacing is $8.20 per ton. The State Department would do it for $7.00.

Very truly yours,

E. A. Collier
Division Engineer

cc. H. L. Bosch
EAC:AWP

FORM S A-1 19743 15M 8 34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

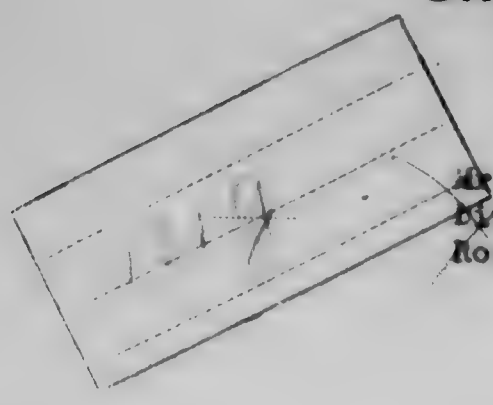
R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 14, 1934.

IN REPLY PLEASE REFER TO FILE NO.



Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

It is anticipated that the specifications and plans which you submitted last year for Gold Hill can be placed on this year's budget. Therefore I am submitting them to the drafting department to be worked up. If there are any changes in the size of the project or in the plans or specifications, please advise immediately, otherwise they will be worked up as submitted on December 16, 1933.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

CONTRACT #1714,

NRS 247 Elmira Sec., Resurf. & Oil. 1935

1714

247

#1714

June 8, 1936

Mr. Carl V. Nautz,
Attorney,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Dear Sir:

In response to your inquiry of June 5th you are advised that the Northwest Roads Company Contract No. 1714 - Elmira Section in Lane County was completed on May 24, 1935. This contract was accepted by the Highway Commission on June 6, 1935.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING.
GEORGE A. MERCER, Adjuster.

PORTLAND, ORE.,
June 5, 1936

H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Northwest Roads Company - Elmira
Section of Territorial Secondary
Highway in Lane County

Dear Sir:

I am unable to give you the contract number covering the above contract but if possible, would like to have you advise us when this contract was accepted by the State Highway Commission.

Yours very truly,

Carl V. Mauty
Attorney

CVM V

McFarland

Form 388—5M—6-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29, , 193 5

Section Elmira

Highway Territorial Secondary

Contractor Northwest Roads Co.

Date of contract Feb. 28, 193 5

Date work started Mar. 25, 193 5

Amount of contract . . . . . $ 20,369.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 21,243.00

Engineering cost to date, $ 1605.16, 7.6 %

Kind of work Resurfacing and Oiling

Section prefix 120PB NRS-247

Contract number 1714

Date of completion July 31, 193 5

Estimated date of completion , 193

Per cent of time elapsed 56 %

Per cent of contract completed, based on total contract price . . . . . 100 %

Date project was completed May 24, , 193 5

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final Construction Profile completed Monday (24th) and expressed to Division Office together with three books of field notes and 20PK Final Construction Profile, Wednesday, May 26th.

Engineering completed. This is final report.

RECEIVED
JUL 1 - 1935
CONSTRUCTION

Signed E. E. Hazlett

Address Box 204, Eugene, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	[illegible]TENANCE ATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

#1714

HRS 247

June 27, 1935

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1714 for the construction of the Elmira Section of the Territortial Secondary Highway in Lane County has been completed by the contractors, Warren Northwest, Inc., and that final settlement will be made by the State with said contractors for work done under said contract on or after July 6, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $21,205.87 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

No. 8

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

June 24, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon USPW Proj. No. NRS 247 (1935), Elmira Section, Territorial Highway, Lane County, was made by a representative of this office on June 11, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By E. J. Caufield
E. J. Caufield
Highway Engineer

FORM S-A-1 16819 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
June 18, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

On my return from Bend, I made an inspection of the shoulders on the Elmira Section with Mr. Umphlette. I was unable to find anything wrong with the construction of the shoulders themselves, which were well built according to our contract. Apparently the criticism was due to the fact that we had not included in the job any provision for realigning the ditches and shoulders. This job as graded and surfaced by the county was of course adequate for all practical purposes, but the Bureau of Public Roads on their own work are very exacting with respect to finishing - in fact they lay more stress on that item than on any other feature of their design. Therefore they of course will emphasize this feature in their inspection.

If a similar job comes up in the future, or any surfacing is to be laid on an old roadbed, you had better provide for realigning the shoulders and ditches.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRS 247 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hyp. 25358

Form P. R. 2

U. S. Public Works Hwy.

State Oregon

Project No. HRS 247 (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.) approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 26th day of December, 19 34, a project statement, which was approved by the Secretary on the 14th day of January, 19 35, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~further~~ rock said project which were recommended for approval by the United States District Engineer on the 9th day of February, 19 35; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty one thousand, nine hundred sixty five and 90/100

dollars ($ 21,965.90) as the share of the United States payable under said act on account of ~~fiscal year~~ of said project, which ~~does not exceed the available funds~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 995+00 in the NW 1/4 of Sec. 19, T 17 S, R 5 W, and survey station 1169+00 in the NE 1/4 of Sec. 1, T 18 S, R 6 W, W.M.,

, length 5.295 miles, in Lane County, being Oregon U.S.Pub.Wks.Hwy. project No. NRS 247(1935), consisting of 5.296 miles of roadway and no bridges, of more than 20 feet clear span, known locally as the Elmira section of the Territorial Highway.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ..... of said project shall not in any event exceed the sum of ...twenty one thousand, nine hundred sixty five and 90/100..... dollars ($...21,965.90.....), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata thereof.....

..... dollars ($..... is ..... xx), the approved total estimated cost of Section ..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to...the State Treasurer.....

..... (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of.....Oregon..... (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ..... (Include reference to statute authorizing

.....Chap. 41, Laws of 1927, and Chap. 248, Laws of 1931..... funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S-3513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. NRS 247 (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 21,965.90 as the total estimated cost of said project, and the sum of $21,965.90 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ 1/2 said total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

RECEIVED
JUN 6 1935
REGIONAL ENGINEER
BUREAU OF PUBLIC ROADS
SAN FRANCISCO, CALIF.

Insurance A/C
Bonds
Arizona-Comp. Reports
NRS 247

#1714

June 12, 1935

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Warren-Northwest, Inc. on Contract No. 1714 for the construction of the Elmira Section of the Territortial Secondary Highway in Lane County. This payment will be made on or after June 22nd, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

FORM 9-A-1 10618 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

Corr. & Lease
Lease Co.
247

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
June 11, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

NOTED
Chief Highway Engineer

Dear Sir:

The Bureau of Public Roads state that the shoulders on the Elmira Section of the Territorial Secondary Highway have been poorly constructed. Please see that they are bladed and trimmed up in an acceptable manner before releasing the contractor. They severely criticised your shoulders on the Umpqua job last year. Care should be taken to rectify mistakes which have been emphasized on previous jobs.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

Form 888—5M—8-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8, 1935

Section Elmira — *Kind of work* Resurfacing & Oiling

Highway Territorial Secondary — *Section prefix* 120-PB NRS-247

Contractor Northwest Roads Co. — *Contract number* 1714

Date of contract Feb. 28, 1935 — *Date of completion* July 31, 1935

Date work started Mar. 25, 1935 — *Estimated date of completion* , 193

Amount of contract $20,369.00 — *Per cent of time elapsed* 56 %

Estimated cost of completed project, exclusive of engineering $ 21,243.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1,479.58, 7 % — *Date project was completed* May 24, 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Mon. - One man checking material receipt books.

Tues. & Wed. - On other work.

Thurs. - One man on final profile. One man checking stock pile sections, making up final weekly report on oiling, and binding & indexing notes. One man working on Semi-Final estimate.

Fri. - One man completed making up Semi-Final estimate and mailed same to Division Office at Roseburg.

Sat. - One man on final profile.

JUL 17 1935

Signed E. E. Englehart

Address Box 204, Eugene, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Clear & Warm		
Thursday	" "		
Friday	Partly Cloudy		
Saturday	" "		

FORM S-A-1 19156 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

247

OREGON STATE HIGHWAY COMMISSION

SALEM

May 16, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

The special provisions for the Elmira Section, page 23, call for a seal coat of cutback of 0.25 gallons per square yard. We placed such a seal on a section of the Crater Lake Highway last year and found that it bled excessively for three months afterwards.

In my opinion 0.20 or 0.21 gallons will be sufficient and that more than this will cause trouble on the road. We expect to place the second seal next Monday if the weather is suitable.

Please advise by wire Friday or Saturday concerning recommendation that we use 0.21 in second seal.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM 401 P. 6-32 10M

Finance & Acc
Bonds
Contractor - Gen Inquiries

#1714

RS 247

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

6TH FLOOR YEON BUILDING
Portland, Oregon

May 16, 1935

State of Oregon Highway Commission
Salem, Oregon.

Gentlemen:

RE: WARREN NORTHWEST, INC.
Original Contractors
Oregon State Highway Contract #1714

We attach herewith copy of a form we have prepared on the Warren Northwest, Inc., pertaining to a contract recently let them for resurfacing a section of the Almira Highway in Lane County. We will appreciate greatly your verifying the information we have and also supplying any additional information needed to complete the form.

For your convenience we are enclosing a business reply envelope and wish to thank you for your assistance.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

VO Tudge

District Credit Supervisor

IET:B
Encl

FORM 2-A-1 10104 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

247

OREGON STATE HIGHWAY COMMISSION

SALEM

May 6, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Attached hereto find letter of request by the Northwest Roads Company for permission to subcontract the sprinkling on the Territorial Secondary Highway to Wayne M. Woodward.

An approved copy of this subcontract was sent to you a few days ago.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM S-A-1 19154 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 6, 1935.

IN REPLY PLEASE
REFER TO FILE NO

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Attached hereto find copy of a letter from Warren-Northwest requesting permission for the Northwest Roads Company to sub-contract to Henry Foott the hauling of mineral aggregates on the Elmira contract. You will also find herewith an approved copy of the sub-contract.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. Warren-Northwest
cc. E. E. Umphlette

EAC:AWF

FORM S-A-1 10510 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

NRS 25-7

Const.
Cons. & Agr.
Lane Co.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 23, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

We are sending you two copies of sub-contract between Warren Northwest Inc. and Wayne M. Woodward for supplying and applying water on the Elmira Section, Contract #1714. This sub-contract meets the approval of this office and if it meets with your approval, so notify the parties concerned.

We have retained a copy of the sub-contract for our records.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Elmira Section, Project No. NRS 247 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [illegible] 247 (1935)

MAKRA SECTION OF THE

TERRITORIAL HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 1, 1935

1,700	cu. yds.	Earth Shoulders	$ 0.42	$ 714.00
2,000	yd. mi.	Hauling Shoulder Material	0.12	240.00
3,500	cu. yds.	Crushed Rock Surfacing	2.25	7,875.00
300	cu. yds.	Filler	0.35	105.00
400	yd. mi.	Hauling Filler	0.15	60.00
300	M-Gal.	Sprinkling	1.50	450.00
2,100	cu. yds.	Mineral Aggregate in Place	3.05	6,405.00
40	Tons	Emulsified or Cutback Asphalt in Seal Coat	26.00	1,040.00
154	Tons	Tar in Place	20.00	3,080.00
			Sub-total	$ 19,969.00
			10% Engr. & Cont.	1,996.90
			Total	$ 21,965.90

Length of Roadway	3.179 miles
Length of 2 Bridges	.116 mile
Total Length	3.295 miles
Cost per mile	$ 6,664.33

Note: Oiling is to be constructed across bridges.

EMS Funds Requested- $ 21,965.90

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

March 21, 1935

247

Northwest Roads Company
P. O. Box 5072
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1714 awarded to you on February 28, 1935, for the resurfacing and oiling of the Elmira Section of the Territorial Secondary Highway in Lane County.

This copy is for your records and files.

Very truly yours,

OG Secretary.

#1714

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE TABOR 2062

NORTHWEST ROADS COMPANY

CRAIG & WARREN ROADS
PORTLAND

P. O. BOX 5072
OREGON

2.47

March 15, 1935

Oregon State Highway Commission
Salem, Oregon

Attention, Mr. H. B. Gleisyer, Sec.

Gentlemen:

In response to your letter of March 14th we are sorry that contract #1714 covering Almira Section in Lane County was not properly executed by our Company.

On receipt of the four copies of this contract which are being expressed to us we will have them executed by our Sec etary, Mr. A. M. Eppling.

We are attaching certified copy of that portion of the minutes of March 2nd meeting of the Board of Directors of Northwest Roads Company referring to the election of officers to fill the place of R. C. Kirk who resigned of that day.

If there is any further information regarding the officer personnel of Northwest Roads Company desired for your records advise us and it will be promptly submitted.

Very truly yours,

NORTHWEST ROADS COMPANY

Theodore Shoemaker
President

Letters referred to herein attached to Cont. #1714

TS:ZA

March 6, 1935

Mr. E. E. Umphlette
Resident Highway Engineer
Eugene, Oregon

Dear Sir:

The information you requested concerning the Elmira Resurfacing and Oiling Project appears as follows:

Contract No. 1714, Prefix 120 FB, Federal Project No. NRS 247 (1935)

Your copy of this contract, together with the contract on the Junction City Project, is being sent to you today through the Division Office at Roseburg.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Reimer/ME

S-247

March 6, 1933

Northwest Roads Company
P. O. Box 5072
Portland, Oregon

Gentlemen:

For use in connection with the Elmira Surfacing and Oiling Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, City Hall, Eugene, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier
Mr. E. E. Umphlette

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

TELEPHONE TABOR 2062

NORTHWEST ROADS COMPANY

CRAIG & WARREN ROADS
PORTLAND

P. O. BOX 5072
OREGON

247

March 3rd, 1936.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: SUBJECT: LANE COUNTY - ELMIRA SECTION

We acknowledge your letter of March 1st advising us of the award by the State Highway Commission of contract covering construction of the Elmira Section of the Territorial Secondary Highway in Lane County.

We are awaiting the receipt of contracts for our execution and are making plans to start project without delay.

Very truly yours,

NORTHWEST ROADS COMPANY

By Theodore Shoemaker
President

TS:E

March 1, 1935

247.

Northwest Roads Company
P. O. Box 5072
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 28 for the construction of the Elmira Section of the Territorial Secondary Highway in Lane County, and has awarded to you the contract for such work at your bid price of $20,369.00 on the basis of using tar.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 247 (1935), Elmira section of Territorial Secondary Highway, to the Northwest Roads Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

February 27, 1935

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to your letter of February 25th, this will advise that we are planning to proceed at once with the widening of the two small timber bridges at Stations 1013+20 and 1021+05 of the Elmira Project (Project NRS 247-1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 25, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon U.S.Public Works project NRS 247 (1935), the Elmira section of the Territorial Highway.

We presume that the timber bridges at Stations 1013+20 and 1021+05, which the plans indicate are to be widened by State forces, will be widened before the surfacing is done, and the full 20' surface carried across the structures. Our approval of the plans, specifications and estimates is based on this presumption.

Very truly yours,

W. H. LYNCH
District Engineer

REFERRED TO
by State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 8, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works project NRS 247 (1935), the Elmira Section of the Territorial Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

February 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Elmira Section, Project No. NRS 247 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 247 (1935)

ELMIRA SECTION OF THE

TERRITORIAL HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 5, 1935

1,700	cu. yds.	Earth Shoulders	$ 0.40	$ 680.00
2,000	yd. mi.	Hauling Shoulder Material	0.20	400.00
3,500	cu. yds.	Crushed Rock Surfacing	2.15	7,525.00
300	cu. yds.	Filler	0.50	150.00
400	yd. mi.	Hauling Filler	0.20	80.00
300	M-Gal.	Sprinkling	1.50	450.00
2,100	cu. yds.	Mineral Aggregate in Place	3.25	6,825.00
40	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	1,200.00
130	tons	No. 3 Road Oil in Place	29.00	3,770.00
154	tons	Tar in Place	26.50	(Alternate)
			Sub-total	$ 21,080.00
			10% Engr. & Cont.	2,108.00
			Total	$ 23,188.00

Length of Roadway	3.179 miles
Length of 2 Bridges	.116 mile
Total Length	3.295 miles
Cost per mile	$ 7,037.32

Note: Oiling is to be constructed across bridges.

NRS Funds Requested- $ 23,188.00

FORM S-A-1 46819 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 23, 1935.

IN REPLY PLEASE REFER TO FILE NO. 47

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: V. G. O'NEIL

Dear Sir:

Your letter of Jan. 23rd, received concerning contract on the Elmira Section.

The maintenance materials should be stockpiled at mile 19.9 on the west side of the highway at our maintenance shed. We have this property leased and can place this much patching material on the property or on the right of way immediately in front thereof.

With regard to borrow for earth shoulders you will find attached hereto a rough sketch showing location of proposed borrow pit about 500 feet west of the Elmira store. The material is a sandy clay containing a very small percentage of sandstone gravel. This material sets up good and is not bad to mud up in the Winter. I believe it will prove very satisfactory shoulder material and could also be used for filler in the gravel. The clearing is very light, consisting of a few grub oak stumps. The borrow pit is to be taken out to grade set by the engineer and the slopes and bottom to be finished to grade. The cut probably will not exceed four feet at any point.

The unimproved street has very little travel on it at present and the removal of this material will improve the grade entrance.

Very truly yours,

cc. R. H. Baldock
EAC:AWF

E. A. COLLIER
Division Engineer

NOTED

1 RS-247

IRM 9-A-1 16918 16M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

247

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 21, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On October 17th, we sent you plans and provisions for the Elmira Section in Lane County. This project included an O-11 oil mat surface. If these plans have not been completed it would be advisable to add the furnishing in stockpiles of oil rock for patching, say 100 yards ½-2 and 100 yards ½-4.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

January 18, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Acting Chief of Bureau on January 14, 1935, approved the project statement for Oregon U.S.Public Works Highway Project No. NRS 247 (1935), involving the improvement of 4.0 miles of the Elmira Section of the Territorial Road in Lane County.

Very truly yours,

W. H. LYNCH
District Engineer

December 31, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Elmira Section of the Territorial Road to which has been assigned No. NRS 247 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. NRS 247 (1935)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
~~NATIONAL RECOVERY HIGHWAY ACT~~
~~FEDERAL AID ROAD ACT~~
~~[illegible]~~
Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) December 26, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355),~~ June 16, 1933 entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Elmira Section, Territorial Road
2. Between ~~control points of official description:~~ a point in NW. ¼ Sec. 19, T. 17 S., R. 5 W. and a point in the NE. ¼ Sec. 1, T. 18 S., R. 6 W.
3. Between intermediate control points if used: ..... and .....

County of Lane

4. Length in miles (gross) 4.0 (net) 4.0
5. Preliminary estimate of cost: Total, $21,000; section of road to be first improved, $21,000, of which $- is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: Current income sufficient to insure completion: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1931
(Amount.) (Source; refer to statute.)
(*b*) County .....
(Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State, from the following
(State or (and)county.)
sources: Current Income: Chapter 41, laws 1927; Chapter 248, laws 1930
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the St to laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By /s Chairman
(Title of officer.)

By As Commissioner
(Title of officer.)

By /s Commissioner
(Title of officer.)

CONTRACT #1715,
1944,

NRH 180-D Necarney Cr. Sec., Grading 1935

1715
1944

RECEIVED
DEC 9 1938
F
180-9

September 6, 1938

Platt, Henderson, Warner & Cram
Attorneys at Law
Porter Building
Portland, Oregon

Attention: Mr. Wilbur Henderson

Gentlemen:

I am handing you herewith a fully executed copy of the agreement between the State Highway Commission and E. F. and W. F. Philpott, contractors for the construction of a bridge over Necarney Creek on the Oregon Coast Highway in Tillamook County, disposing of the contractors' claim for extra compensation in connection with this job. Will you please hand this copy to E. F. and W. F. Philpott.

Very truly yours,

HBG:MC:AM

Secretary

September 6, 1938

Mr. C. S. Paxson
Bridge Engineer
O F F I C E

Dear Sir:

I am handing you herewith a fully executed copy of the agreement between the State Highway Commission and E. F. and W. F. Philpott, contractors for the construction of a bridge over Necarney Creek on the Oregon Coast Highway in Tillamook County, disposing of the contractors' claim for extra compensation in connection with this job.

I have sent one copy to Platt, Henderson, Warner and Cram, Attorneys at Law, Portland, to deliver to E. F. and W. F. Philpott and I have retained one copy for the Commission's records and files.

Very truly yours,

MC:AM

Secretary

FORM S-A-1 10M 8-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
SEP 8 19[illegible]
FOR FILING

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
September 6, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Acc-S

Mr. Harvey Wells
Failing Building
Portland, Oregon

Dear Sir:

Enclosed please find state warrant No. B-137262 in the amount of $2,004.72, covering estimate 10 final on contract 1944, the same being made out in favor of E. F. & W. F. Philpott—Great American Indemnity Co., assignee.

I have been requested by the office of the commission secretary and by our legal department to mail this warrant to you, and wish to call your attention to the fact that we have been furnished with certified copies of an assignment given on February 7, 1938 by the contractors in favor of you personally; but inasmuch as the original assignment under which the warrant was written was in favor of the Great American Indemnity Co., which you represent, I presume that you will be able to handle the warrant satisfactorily.

Yours respectfully,

R. H. BALDOCK
State Highway Engineer

By [signature]
Auditor

CFS:IS
Encl.
cc H. B. Glaisyer
cc J. M. Devers
cc S. H. Probert

NOTED
F R CLARKE

FORM S-K-1 8000 10-37

COMMISSIONERS
MEMBERS F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
SEP 8 1933
FOR FILING

#1944

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

182-E

August 22, 1933

Platt, Henderson, Warner & Cram,
Porter Building,
Portland, Oregon.

Subject: Bond No. 111921, State of Oregon
Contract 1944, Steel viaduct, Necarnie
Creek, Tillamook County

Attention: Mr. Henderson

Gentlemen:

In reply to your letter of August twentieth relative to the above matter, which letter was addressed to the Highway Commission and directed to my attention, beg to say that I am inclosing a list of claims which have been filed with the Highway Commission. It may be that these claims have been paid and that the claimants, as often happens, have not notified the Highway Commission of such fact.

If all of the claims are paid save and except the claim of Pool & McConigle, which claim you say is in litigation, then it appears to me that it would be quite proper to make the affidavit read that all claims have been paid save that claim and then add the information that that claim is in litigation.

I will advise the Commission to accept such affidavit as a substantial conformance with its requirements.

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.

cc Harvey Wells

H. B. Glaisyer
C. F. Smith

RECEIVED
SECRETARY

RECEIVED

CLAIMS FILED AGAINST E. F. and W. F. PHILPOTT in connection with Contract No. 1944 - Bridge over Necarney Creek

12-24-57	V. A. Peacock	$145.74	labor and material
3-15-58	Poole & McGonigle	569.64	material
3-29-58	A. F. Coates Lumber Company	552.62	"
3-30-58	Santa Cruz Cement Company (This claim paid)	2094.58	"

FORM S-K-1 2000 10-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

#1144

RECEIVED
AUG 18 1938
FOR FILING

OREGON STATE HIGHWAY COMMISSION

SALEM

August 16, 1938

E. F. and W. F. Philpott,
6488 S. E. 19th Avenue,
Portland, Oregon.

Gentlemen:

The Auditor of the Highway Department is holding state warrant No. R 137262 made payable to you in the sum of $2,004.72, representing the balance of money earned under your contract with the State, which contract is designated as contract No. 1944.

Notice of claims totaling approximately $2800 have been filed with the Commission. The Commission is anxious to close this transaction, but, of course, must know that all claims have been paid before this final warrant is released.

Will you please let me know what the status of the job is with respect to the payment of claims?

Yours very truly,

J. M. DEVERS

JMD:PW

cc Harvey Wells,
Failing Building,
Portland, Oregon.

H. B. Glaisyer
S. H. Probert
C. F. Smith

REFERRED TO

T 20-D

Original & yellow copy filed in 180 B

C
O
P
Y

April 19, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of March 31, 1938, containing inquiry concerning Projects F. A. 180-B, C, and D.

While the original bids received for lumber used on the project for shear boards, etc., were destroyed, further investigation developed a copy of the purchase request listing the names of firms submitting quotations and, likewise, the bids submitted. A copy of the purchase request and purchase order for the materials are enclosed herewith.

The trucks used on the above projects did not exceed one and one-half ton capacity and the rentals paid were comparable to the prevailing rate in the locality where the work was done.

Very truly yours,

P. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by F. W. Nash/ER

Encl.

March 31, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The eligibility of the truck rental claimed on the final vouchers for Oregon Federal Aid projects Nos. 180-B, 180-C and 180-D, landscaping on the Oregon Coast Highway in Tillamook County, has been questioned. It is stated that your records do not indicate the capacity of the trucks used nor that competitive bids were taken.

If you can determine definitely that the rated capacity of the trucks used was not more than 1-1/2 tons, and that the rental rates paid were comparable to those prevailing in this locality at the time the work was performed, it appears that the claim may be paid. Rental of trucks whose capacity is in excess of 1-1/2 tons must be based upon formal or informal bids.

It is also reported that bids received for the materials to be used on this work have been destroyed. Will you please advise us what information your files contain which would indicate that formal or informal bids were received and that purchases were made from the low bidders in accordance with the regulations.

The absence of basic supporting data may be considered to render all of these items ineligible; however, as we wish to have all the facts before reaching a decision, the above information is requested, and it is suggested that data regarding any other pertinent facts also be submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

180-D

March 29, 1938

Mr. M. B. James
Santa Cruz Portland Cement Co.
115 S. W. 4th Ave.
Portland, Oregon

Dear Sir:

In accordance with your request of yesterday we are sending to you, by express, certified copies of the E. F. and W. F. Philpott contracts for the construction of the Necarney Creek and Short Sand Beach Creek Bridges in Tillamook County on the Oregon Coast Highway. We understand of course that you will file an affidavit of claim in accordance with Chapter 280, Laws of Oregon for 1931.

Very truly yours,

JMcF:AM

Secretary

#1914

182-L

March 18, 1938

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

The State Highway Commission has received notices from the Secretary of State and from K. L. McDougal, Lawyer, Portland, advising of the claim of Poole & McConigle, Inc., against E. F. and W. F. Philpott for materials and labor furnished in connection with E. F. and W. F. Philpott's contract with the State Highway Commission for construction of a bridge over Necarney Creek near Nehalem on the Oregon Coast Highway, in Tillamook County, Contract No. 1944.

A copy of the claim filed with the Secretary of State is inclosed for your information. This is being sent to you inasmuch as you appear as surety on the bond furnished by E. F. and W. F. Philpott in connection with this job.

Very truly yours,

HBG:AM

Secretary

cc - E. F. & W. F. Philpott
6433-19th Avenue S. E.
Portland, Oregon

March 18, 1938

Mr. E. L. McDougal
Law Office
1401-1437 American Bank Bldg.
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of March 16, 1938, with attached copy of notice of claim which has been filed by Poole & McGonigle against the bond taken from E. F. and W. F. Philpott in connection with State Highway Commission Contract No. 1944 which was awarded to E. F. and W. F. Philpott for the construction of a bridge over Necarney Creek near Nehalem on the Oregon Coast Highway, in Tillamook County.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

HBE:AM

Secretary

March 18, 1938

Honorable Earl Snell
Secretary of State
B U I L D I N G

Dear Sir:

This acknowledges receipt of your letter of March 17, 1938, with attached copies of claim which has been filed by Poole & McGonigle against the bond taken from E. F. and W. F. Philpott in connection with State Highway Commission Contract No. 1944 which was awarded to E. F. and W. F. Philpott for the construction of a bridge over Necarney Creek near Nehalem in Tillamook County.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

HBG:AM

Secretary

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
1938
STATE HIGHWAY COMMISSION

March 17, 1938

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. A. Bladger, Secretary

There are enclosed for your information and files two copies of a notice of claim or lien against the contract from I. L. & B. . . Plywood, Price, Ore., and Great American Indemnity Company, Inc., for work on a bridge over McKenzie River near Vida, contract No. 1944, which was financed by I. L. [illegible], Attorney, Portland, Oregon, and filed in this office today.

Please [illegible] receipt for copies.

Yours very truly,

Earl Snell
Secretary of State

REFERRED TO
[illegible]
SECRETARY

COPY

NOTICE

TO: THE SECRETARY OF STATE OF THE
STATE OF OREGON and

THE STATE HIGHWAY COMMISSION OF
THE STATE OF OREGON

NOTICE is hereby given that the undersigned, Poole & McGonigle, Inc., a corporation, has a claim for material, structural steel, fabricated steel and labor furnished in the sum of $569.64 against the bond taken from E.F. and W. F. Philpott, contractors, as principals, and the Great American Indemnity Company, a corporation, as surety upon such bond, for the reason and because of and in connection with that certain contract and agreement between the State Highway Commission of the State of Oregon and E.F. and W. F. Philpott, contractors, for the construction of a state highway bridge over Necarney Creek near Nehalem in Tillamook County, Oregon, said contract being known as contract #1944, Job Prefix 29-1018, which contract was dated December 17, 1936, and the bridge completed under said contract on September 30, 1937, said bridge under said contract being accepted by the State Highway Commission of the State of Oregon on October 22, 1937; that the total amount earned on said contract was $78,524.30; that there is a warrant in the sum of $2004.72 covering final payment and being held by the Oregon State Highway Commission.

DATED at Portland, Oregon, this 14th day of March, 1938.

POOLE & MC GONIGLE, INC.

By CHARLES MC GONIGLE

STATE OF OREGON)
: ss.
County of Multnomah)

I, CHARLES MC GONIGLE, being first duly sworn on oath depose and state that I am President of Poole & McGonigle, Inc., and that the foregoing Notice is a true and correct notice and statement of the account of Poole & McGonigle, Inc., a corporation, against E. F. and W. F. Philpott, principals, and the Great American Indemnity Company, a corporation, as surety, as set forth in the foregoing Notice.

CHARLES MC GONIGLE

Subscribed and sworn to before me, a notary public for Oregon, at Portland, Oregon, this 14th day of March, 1938.

(SEAL)

E. L. MC DOUGAL
Notary Public for Oregon
My commission expires Sept. 7, 1940

Endorsed: File No. 2777
Filed March 17, 1938
EARL SNELL
Secretary of State

E. L. McDOUGAL
RANDALL S. JONES
H. LAWRENCE LISTER
W. A. PALMER

LAW OFFICES OF
E. L. McDOUGAL
1401-1407 AMERICAN BANK BUILDING
PORTLAND, OREGON

March 16, 1938

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen: Re: Poole & McDonigle vs. E.F. & W.F. Philpott and Great American Ind.Co.
(Our #38140)

I am herewith enclosing a notice with reference to a claim which my client, Poole & McDonigle, Inc., a corporation, has against E.F. and W.F. Philpott, contractors, as principals, and the Great American Indemnity Company, a corporation, as surety.

This claim is for fabricated steel, material and labor furnished by my clients in connection with a certain contract between the State Highway Commission of Oregon and E.F. and W.F. Philpott, contractors, for the construction of the State Highway bridge over Necarney Creek in Tillamook County, Oregon, the contract being known as contract #1944. I believe this contract was dated December 17, 1936, the bridge completed September 30, 1937, and accepted by the Highway Commission on October 28, 1937.

Yours very truly,

E. L. McDOUGAL

E:HB
Encl.

REFERRED TO SECRETARY

This letter prepare usual letter

N O T I C E

TO: THE SECRETARY OF STATE OF THE STATE OF OREGON and

THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

NOTICE is hereby given that the undersigned, Poole & McGonigle, Inc., a corporation, has a claim for material, structural steel, fabricated steel and labor furnished in the sum of $569.64 against the bond taken from E.F. and W.F. Philpott, contractors, as principals, and the Great American Indemnity Company, a corporation, as surety upon such bond, for the reason and because of and in connection with that certain contract and agreement between the State Highway Commission of the State of Oregon and E.F. and W.F. Philpott, contractors, for the construction of a state highway bridge over Necarney Creek near Nehalem in Tillamook County, Oregon, said contract being known as contract #1944, Job Prefix 29-1018, which contract was dated December 17, 1936, and the bridge completed under said contract on September 30, 1937, said bridge under said contract being accepted by the State Highway Commission of the State of Oregon on October 22, 1937; that the total amount earned on said contract was $78,524.30; that there is a warrant in the sum of $2004.72 covering final payment and being held by the Oregon State Highway Commission.

DATED at Portland, Oregon, this 14th day of March, 1938.

POOLE & MC GONIGLE, INC.

By Geo. McGonigle

E. L. McDOUGAL
ATTORNEY AT LAW
AMERICAN BANK BUILDING
PORTLAND, OREGON

STATE OF OREGON)
: ss.
County of Multnomah)

I, CHARLES MC GONIGLE, being first duly sworn on oath depose and state that I am President of Poole & McConigle, Inc., and that the foregoing Notice is a true and correct notice and statement of the account of Poole & McConigle, Inc., a corporation, against E.F. and W.F. Philpott, principals, and the Great American Indemnity Company, a corporation, as surety, as set forth in the foregoing Notice.

Charles McGonigle

Subscribed and sworn to before me, a notary public for Oregon, at Portland, Oregon, this 14th day of March, 1938.

E L McDougal

Notary Public for Oregon

MY COMMISSION EXPIRES SEPT. 7, 1940

E. L. McDOUGAL
ATTORNEY AT LAW
AMERICAN BANK BUILDING
PORTLAND, OREGON

March 15, 1938

Mr. E. L. McDougal
1401-1437 American Bank Building
Portland, Oregon

Dear Sir:

This acknowledges your letter of March 14, enclosing Notice of claim, with affidavit, in the interest of Poole & McGonigle against E. F. and W. F. Philpott, contractors for the construction of a bridge over Necarney Creek, near Nehalem, on the Oregon Coast Highway, in Tillamook County.

We are today forwarding copies of this notice to the contractors and their surety.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

#1944

March 15, 1938

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We enclose for your information and attention a copy of a notice of claim which we have received (duly accompanied by affidavit) from Poole & McConigle, Inc., against E. F. and W. F. Philpott, in the sum of $569.64, in connection with the construction of a bridge over Necarney Creek, near Nehalem, on the Oregon Coast Highway, in Tillamook County, under State Highway Commission Contract No. 1944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

cc - E. F. and W. F. Philpott

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

LAW OFFICES OF
E. L. McDOUGAL
1401-1407 AMERICAN BANK BUILDING
PORTLAND, OREGON

March 14, 1938

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In accordance with your letter of March 9th I am herewith enclosing affidavit of claim. I also wish to thank you at this time for your promptness in forwarding the contract to me and for giving me the information as set forth in your letter of March 9th.

Yours very truly,

E. L. McDOUGAL

S:HB
encl.

the said contract, together with the bond, was dated December 17, 1936, was completed by the contractors on September 30, 1937, and the said bridge built under said contract was accepted by the Highway Commission on October 22, 1937.

DATED at Portland, Oregon, this 14th day of March, 1938.

APPLICATION

TO: THE STATE OF OREGON
HIGHWAY COMMISSION

NOTICE is hereby given that the undersigned, POOLE & MC CONIGLE, INC., a corporation, has a claim for the furnishing and fabricating of structural steel in connection with the construction of a highway bridge over Necarney Creek in Tillamook County, Oregon, in the sum of $569.64 against E.F. and W.F. PHILPOTT, as principals, and THE GREAT AMERICAN INDEMNITY COMPANY, a corporation, as surety, under and by reason of that certain contract #1944 between E.F. and W.F. Philpott and the Oregon State Highway Commission, Bridge Number 2311, Job Prefix 29-1018. That the said contract, together with the bond, was dated December 17, 1936, was completed by the contractors on September 30, 1937, and the said bridge built under said contract was accepted by the Highway Commission on October 22, 1937.

DATED at Portland, Oregon, this 14th day of March, 1938.

POOLE & MC CONIGLE, INC.

By Charlotte Conigle

President

AFFIDAVIT

STATE OF OREGON)
: ss.
County of Multnomah)

I, CHARLES MC GONIGLE, being first duly sworn on oath depose and state that I am the president of Poole & McGonigle, Inc., a corporation, and that said Poole & McGonigle, Inc., a corporation, did furnish structural steel and did fabricate said structural steel and furnish all structural steel required for the erection of a certain highway bridge across the Necarney Creek in Tillamook County, Oregon, said bridge being constructed according to the plans and specifications prepared by the State Highway Commission of the State of Oregon.

I further depose and state that said Poole & Mc Gonigle, Inc., pursuant to said contract known as contract #1944 between the State of Oregon Highway Commission and E.F. and W.F. Philpott, contractors, covering said bridge, did furnish material and services in the total sum of $35,193.24 between January 16, 1937, and June 10, 1937; that there has been paid to the said firm of Poole & McGonigle, Inc., because of said material and labor furnished, by E.F. and W.F.Philpott the sum of $34,633.60, leaving a balance due of FIVE HUNDRED SIXTY-NINE AND 64/100 ($569.64) DOLLARS, which is owing to Poole & McGonigle, Inc.

I further depose and state that demands have been made upon the said E.F. and W.F. Philpott for payment of said sum and the said sum has not been paid, although it is long

E. L. McDOUGAL
ATTORNEY AT LAW
AMERICAN BANK BUILDING
PORTLAND, OREGON

past due and owing to Poole & McGonigle, Inc., and that I make this affidavit pursuant to statutes in the State of Oregon in such cases made and provided for the purpose of obtaining the certified copy of said contract between the State of Oregon Highway Commission and E.F. and W.F. Philpott, contractors, said contract being #1944, Job Prefix 29-1018, Bridge #2311 over Necarney Creek near Nehalem, in Tillamook County, Oregon and for the further purpose of complying with the statutes of the State of Oregon and enabling the said Poole & McGonigle, Inc., to institute an action against the said E.F. and W.F. Philpott, as principals, and the Great American Indemnity Company, a corporation, as surety, under the bond in connection with the said contract for the recovery of said amount, and further affiant sayeth not.

Frank J. McGonigle

Subscribed and sworn to before me this 14th day of March, 1938.

Eg M Dougal

Notary Public for Oregon

MY COMMISSION EXPIRES SEPT. 7, 1940

E. L. McDOUGAL
ATTORNEY AT LAW
AMERICAN BANK BUILDING
PORTLAND, OREGON

March 9, 1938

Mr. E. L. McDougal
Attorney at Law
American Bank Building
Portland, Oregon

Dear Sir:

This is to acknowledge your letter of March 8, advising that your client, Poole & McConigle, has a claim against the E. F. and W. F. Philpott Contract, No. 1944, bridge over Necarney Creek, in Tillamook County.

You are advised that this contract is dated December 17, 1936, and was completed by the contractors on September 30, 1937. The project was accepted by the Highway Commission on October 22, 1937. The total amount earned under the contract is $78,524.30. The warrant, in amount of $2,004.72, covering final payment, is being held, and, in accordance with your request, we are sending to you by express a certified copy of this contract. We shall, however, expect you to file an affidavit of claim in accordance with the law.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

#1944

RECEIVED

LAW OFFICES OF
E. L. McDOUGAL
1401-1407 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

March 8, 1938

State Highway Commission
Salem, Oregon

Gentlemen:

My client, Poole & McGonigle, furnished steel for the Necarney Creek Bridge for E.F. and W.F. Philpott, who are evidently the contractors on this bridge.

Will you kindly advise me when the contract was signed, whether the job has been completed and the Philpotts paid, and what bond company carried the bond on the contract as surety for the Philpotts. We would also appreciate receiving a copy of the contract between the Highway Commission and the Philpotts.

Yours very truly,

E. L. MC DOUGAL

5:HB

By reference to the copy of the release attached you will note that it contains the words "Refer Exhibit 1 attached". This had no reference to claims against the State, as Exhibit 1 was simply a tabulation of claims owed by E. F. & W. F. Philpott which were then unpaid and were intended to be an exception to the certification that all claims for labor, materials, provisions, and supplies had been paid. This item also was covered by a communication from Great American Indemnity Company, who wrote the surety bond on the contract and to whom the final estimate was assigned.

Yours very truly,

J. M. DEVERS

By
J. W. DeSOUZA
Assistant Attorney

Enclosure
JWD:AW
cc Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. Carl F. Smith

Mr. Glaisyer:

Re Contract No. 1944 - E. F. & W. F. Philpott p Bridge over Necarney Creek near Nehalem on the Oregon Coast Highway in Tillamook County.

We do not have the actual date this contract was signed by the contractors and their surety. However, the contract is dated December 17, 1936.

The date of completion is Sept, 30, 1937, and the job was accepted by the Commission on Oct, 22, 1937. The total amount earbed is $78,524.30 - retained is $2,004.72 - Paid to date $76,519.58.

The above amount which is shown as paid to date is the amount of the final which was executed by the contractors, and assi ned to their surety. The warrant covering the payment was returned by their attorney with quite a large claim for additional work and material. A certified copy will be prepared today if I can get the material from the Bridge Dept.

J. McFarland.

---

munication to this office making various claims for extras in connection with the construction of the structure. Subsequently, and on February 9, 1938, E. F. & W. F. Philpott, by E. F. Philpott, executed a complete release of any claims under the contract, which release was made in connection with the verification and acceptance of the final payment under the contract. A copy of this release is attached hereto showing that the same was subscribed and sworn to before B. Spalding, a notary public. In view of the fact of the execution of this release subsequent to the submission of the claims, it has been the understanding and now is the position of the State Highway Commission that all claims under the contract have been waived.

By reference to the copy of the release attached you will note that it contains the words "Refer Exhibit 1 attached". This had no reference to claims against the State, as Exhibit 1 was simply a tabulation of claims owed by E. F. & W. F. Philpott which were then unpaid and were intended to be an exception to the certification that all claims for labor, materials, provisions, and supplies had been paid. This item also was covered by a communication from Great American Indemnity Company, who wrote the surety bond on the contract and to whom the final estimate was assigned.

Yours very truly,

J. H. LEVERS

By

J. W. DeSOUZA
Assistant Attorney

Enclosure
JWD:AW
cc Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. Carl F. Smith

FORM S-K-1 1500 10-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

March 3, 1938

Platt, Henderson, Warner & Cram
Attorneys and Counsellors at Law
Porter Building
Portland, Oregon

Attention Mr. Wilbur Henderson

Gentlemen:

Reference is made to your letter of February 28th addressed to the State Highway Commission relative to claim by E. F. & W. F. Philpott in connection with their contract No. 1944 for construction of the Necarney Creek Bridge on the Oregon Coast Highway in Tillamook County, which letter has been referred to this office for reply.

On February 1st, 1938, E. F. & W. F. Philpott addressed a communication to this office making various claims for extras in connection with the construction of the structure. Subsequently, and on February 9, 1938, E. F. & W. F. Philpott, by E. F. Philpott, executed a complete release of any claims under the contract, which release was made in connection with the verification and acceptance of the final payment under the contract. A copy of this release is attached hereto showing that the same was subscribed and sworn to before B. Spalding, a notary public. In view of the fact of the execution of this release subsequent to the submission of the claims, it has been the understanding and now is the position of the State Highway Commission that all claims under the contract have been waived.

By reference to the copy of the release attached you will note that it contains the words "Refer Exhibit 1 attached". This had no reference to claims against the State, as Exhibit 1 was simply a tabulation of claims owed by E. F. & W. F. Philpott which were then unpaid and were intended to be an exception to the certification that all claims for labor, materials, provisions, and supplies had been paid. This item also was covered by a communication from Great American Indemnity Company, who wrote the surety bond on the contract and to whom the final estimate was assigned.

Yours very truly,

J. M. DEVERS

By
J. W. DeSOUZA
Assistant Attorney

Enclosure
JWD:AW
cc Mr. R. H. Baldock
Mr. C. S. Paxson
Mr. Carl F. Smith

RECEIVED
FEB 14 1938
FOR FILING

180-D

Cross Reference To
180-F

February 14, 1938

Mr. Harvey Wells,
General Agent,
Great American Indemnity Company,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 11th enclosing executed assignment forms covering payments on the E. F. and W. F. Philpott Contracts Nos. 1944, Briage over Necarney Creek in Tillamook County, and 1990, Bridge over Short Sand Beach Creek in Tillamook County. Warrants covering future payments will be made in favor of the Great American Indemnity Company in accordance with the terms of the assignments.

One copy each of the assignment forms is returned herewith for your records and files.

Very truly yours,

Secretary.

Dict. by J. McFarland.

RECEIVED
FEB 14 1938

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

PORTLAND, OREGON

February 11, 1938

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Appreciate very kindly your letter of the 10th and I am enclosing herewith assignments of claims on State Contract Nos. 1944 and 1990 signed by E. F. Philpott for E. F. & W. F. Philpott. I presume it does not make any difference if the assignments are to Great American Indemnity Company instead of myself personally as were the assignments returned by you, but if they were in my name, you probably would require a resolution of the board of directors of the company authorizing this, so it is probably better to have the assignments made out to the company, as you have completed them.

Thanking you for the attention you have given this, I remain,

Very truly yours,

Harvey Wells

General Agent

HW/s
Enc.

RECEIVED
FEB 14 1938
FOR FILING

February 10, 1938

Mr. Harvey Wells, General Agent
Great American Indemnity Company
Failing Building
Portland, Oregon

Dear Sirs

I have just received your letter of February 9 inclosing assignments from E. F. & W. F. Philpott to you of all moneys due or to become due them in connection with their contracts Nos. 1944 and 1990 with the State Highway Commission for the construction of bridges in Tillamook County.

I regret to inform you that we can not honor the assignments in their present form. They must be prepared on the standard form that has been adopted by the State Highway Commission and approved by the Secretary of State. I have prepared assignments on such standard form and four copies of each are inclosed for execution. You will note that the assignment has been made in favor of the Great American Indemnity Company rather than to you personally. If that does not meet with your approval and you still want them made out in favor of yourself, please advise me and I will have them changed, but in such event we will have to have a letter from the Great American Indemnity Company consenting to the assignment to you personally. I shall be pleased to honor the same when it is presented in proper form.

Very truly yours,

HBG:AM
assignment incl.

Secretary

RECEIVED
BY SECRETARY

RECEIVED
FEB 10 1938
OREGON
STATE HIGHWAY COMMISSION

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

PORTLAND, OREGON

February 9, 1938

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer,
Secretary

Gentlemen:

We are enclosing assignments from E. F. and W. F. Philpott to the writer of all moneys coming to them on State Contract No. 1990 for the construction of a bridge over Short Sand Beach Creek near Nehalem on the Oregon Coast Highway in Tillamook County, Oregon, and State Contract No. 1944 for the construction of a bridge over Necarney Creek near Nehalem on the Oregon Coast Highway in Tillamook County, Oregon. Please acknowledge receipt of this letter.

Very truly yours,

Harry Wells

General Agent

HW/s
Enc.

ANSWERED
H. B. G

#1944

February 2, 1938

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1944 for the construction of a bridge over Necarney Creek near Nehalem on the Oregon Coast Highway in Tillamook County, has been completed by the Contractors, E. F. & W. F. Philpott, and that final settlement will be made by the State with said contractors for work done under said contract on or after February 12, 1938.

The State has been advised of a claim by V. A. Peacock in amount of $145.74, for labor and material. You are advised that the State assumes no responsibility for the above claim, or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $78,524.30, including the final payment. Of this amount $225.49 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

RECEIVED
JAN 8 1938
FOR FILING

#1944

180 D

January 7, 1938

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today received a notice from Honorable Earl Snell, Secretary of State, advising of the claim of V. A. Peacock against the bond taken from E. F. & W. F. Philpott. The claim is in the amount of $145.74 incurred in connection with State Highway Commission Contract No. 1944 which is for the construction of a bridge over Necarney Creek near Nehalem on the Oregon Coast Highway in Tillamook County.

A copy of this claim is inclosed for your information. This is being sent to you inasmuch as you appear as surety on the bond furnished by E. F. & W. F. Philpott in connection with this job.

Very truly yours,

AM

Secretary

cc - E. F. & W. F. Philpott
6433 S. E. 19th
Portland, Oregon

January 7, 1938

Honorable Earl Snell
Secretary of State
B U I L D I N G

Dear Sir:

This acknowledges receipt of your letter of December 31 with attached copies of notice of claim which has been filed by V. A. Peacock against the bond taken from E. F. & W. F. Philpott in connection with State Highway Commission Contract No. 1944 which was awarded to E. F. & W. F. Philpott for the construction of a bridge over Necarney Creek near Nehalem on the Oregon Coast Highway, in Tillamook County,

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

AM

Secretary

COPY

To Secretary of State Salem, Oregon

Notice hereby is given that the undersigned V. A. Peacock has a claim for Labor on precasts, cost of sand, warehouse storage on cement, rental of mould, brushes, cork and screed in the sum of $145.74 Dollars against the bond taken from E. F. & W.F. Philpott for the work of Constructing a bridge over Mccarney Creek in Tillamook county, State Highway Commission Contract No. 1944 as per the statement attached.

V. A. PEACOCK

* * * * * * * * * * *

V. A. Peacock

in account with

E.F. and W. F. Philpott

Sand	24 cu. yd. @ $1.80	$43.20	
	4 cu. yd. @ 2.00	8.00	
Rental on Mould for duration of job		40.00	
Storage on Cement (Murphy's Warehouse)		7.50	
Brushes	3 @ $1.04 2/3	3.14	
Cork	2 @ .80	1.60	
Screed	1 @ 1.25	1.25	
Labor Making Precasts	974 @ $ .50	487.00	
Total			$591.69

Credit as follows:

35 sacks cement @ $ .57 net	19.95	
260 empty sacks @ .10	26.00	
Payment by checks	400.00	
Total		445.95
Balance due		$145.74

Endorsed: File No. 2749
Filed Dec. 31, 1937
EARL SNELL
Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JAN 6 - 1938
OREGON
STATE HIGHWAY COMMISSION

December 31, 1937

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. R. H. McGilchrist, Secretary

There are enclosed for your information and files three copies of a notice of claim by V.A. Peacock for $145.74 against the bond taken from E.F. & E. F. Philpott for work on the bridge over Kilchis Creek in Tillamook County, State Highway Contract No. 144, which was received from Mr.V. A. Peacock, Route 4, Albany, Oregon, and filed today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

Encl.
Enc. 3

RECEIVED
JAN 3 1938
FOR FILING

#194Y

1802)

December 27, 1937

Mr. V. A. Peacock
Albany, Oregon

Dear Sir:

This acknowledges receipt of your communication of recent date in the form of a notice of claim against E. F. and W. F. Philpott in connection with their contract with the State Highway Commission for the construction of a bridge over Necarney Creek in Tillamook County.

We are notifying the contractors and their surety of your claim, and suggest that you do the same. In addition, in order fully to protect your claim, notice thereof should be sent by you to the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws 1931, mimeographed copy of which is enclosed for your guidance.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

encl

REFERRED TO

December 27, 1937

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

Enclosed find copy of a notice of claim which we have received from V. A. Peacock, Albany, Oregon, against E. F. and W. F. Philpott in connection with their contract with the State Highway Commission for the construction of a bridge over Necarney Creek, in Tillamook County.

Inasmuch as you are the surety named by the contractors for this job, we are notifying you of this claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - E. F. and W. F. Philpott
6455 S. E. 19th Ave., Portland

To State Highway Commission of Oregon

Notice hereby is given that the undersigned V.A. Peacock has a claim for Labor on Precasts, cost of sand, rental of mould, brushes, cork, screed and warehouse storage on cement in the sum of $145.74 Dollars against the bond taken from E.F. & W.F. Philpott for the work of Constructing a bridge over Necarney Creek in Tillamook county, State Highway Commission Contract No. 1944 as per the statement attached.

V.A. Peacock

V. A. Peacock

in account with

E. F. and W. F. Philpott

Sand	24 Cu. yds. @ $1.80	$ 43.00	
	4 Cu. yds. @ 2.00	8.00	
Rental on Mould for duration of job		40.00	
Storage on Cement (Murphy's Warehouse)		7.50	
Brushes	3 @ $1.04 2/3	3.14	
Cork	2 @ .80	1.60	
Screed	1 @ 1.25	1.25	
Labor Making Precasts 974 @ $ .50		487.00	
Total			$591.69

Credit as follows:

35 sacks of cement @ $ .57		19.95	
260 empty sacks	@ .10	26.00	
Payment by checks		400.00	
Total			445.95
Balance Due			$145.74

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT NO. 1

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE NO. _____

RECEIVED
NOV 12 1937
OREGON
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, OREGON

18

November 6, 1937

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 180-D, Necarney Creek Bridge, Tillamook County, _____, was made by a representative of this office on October 23, 1937.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield

L. J. Caufield
Highway Engineer

RECEIVED
OCT 26 1957
FOR FILING
180-E

#1944

October 25, 1957

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E. F. & W. F. Philpott on Contract No. 1944 for the construction of a bridge over Necarney Creek near Nehalem on the Oregon Coast Highway in Tillamook County. This payment will be made on or after November 4, 1957.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J/ McFarland.

#1944

FORM 1-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

October 18, 1937

Mr. H. B. Glaisyer
Secretary
Office

Necarney Creek Bridge

Dear Sir:

For your information E. F. & W. F. Philpott completed their work on Contract No. 1944 on September 30, 1937. Please secure authorization from the Commission to pay the final estimate on this job.

Very truly yours,

G. S. Paxson
Bridge Engineer

M. A. Reeves
M. A. Reeves
Office Engineer

CAS: EI

APPROVED BY HIGHWAY COMMISSION
DATE Oct 22, 1937
H. B. Glaisyer
Secretary

McFarland

RECEIVED
JUN 25 1937
FOR FILING
180-E

June 24, 1937

General Casualty Company of America,
Seattle, Washington.

Attention: R. Herberg.

Gentlemen:

In response to your inquiry of June 23rd you are advised that the figures mentioned in connection with the E. F. & W. F. Philpott contract for the construction of the Necarney Creek Bridge in Tillamook County, are correct.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

H. K. DENT
PRESIDENT
T. E. LOYNAHAN
VICE-PRESIDENT

GENERAL CASUALTY COMPANY OF AMERICA

SEATTLE

June 23, 1937

RECEIVED
1937

Oregon State Highway Commission
Salem, Oregon

Re: E. F. & W. F. Philpott
6433 SE 19th Avenue, Portland, Ore.

Gentlemen:

In a statement to us, the above firm advises that on their contract with you for the Necarney Creek Bridge, figures as of May 25th, 1937 were as follows:

Amount of Contract	$83,205.00	
Estimates paid to date (May 25th, 1937)		$21,322.84
Retainage earned and withheld		6,240.38
Current earned estimates		14,999.51

We will appreciate your verification of the above figures.

Very truly yours,

JR Herberg
Surety Department

rh

FJW
please check this

3

H. B. G.

The figures are correct. If this letter is O. K. it is ready to mail.

J. McF,

RECEIVED
APR 14 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
APR 13 1937
COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon 180-D

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124
Oregon 180-D
Necarney Creek Bridge

Apr. 12, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

Encls.

Jor

Hyp 25266

Section D,
Oregon Project No. 180

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 26, 1936, by the Oregon State Highway Commission, and on July 31, 1936, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section D of Oregon Project No. 180; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section D to provide for extending the project northeasterly from survey station 304+50 to survey station 310+40, thereby increasing its length from 0.709 of a mile to 0.821 of a mile, and to provide for the construction of a steel bridge between survey stations 304+38 and 310+40; and by reason thereof has requested that the estimate of cost approved for said Section D be increased from $4,104.10 to $95,629.00, and that the Federal funds approved and set aside to the credit of said Section D be increased from $2,503.50 to $58,330.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved

for said Section D be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of fifty-eight thousand, three hundred thirty and no/100 dollars ($58,330.00) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article II shall read:

> "Article II. This agreement covers the following highway as described in detail in said surveys, plans and specifications:
>
> "Between survey station 267+00 in the NW 1/4 of Section 18, T. 3 N., R. 10 W., W.M., and survey station 310+40 in the SW 1/4, Section 7, T. 3 N., R. 10 W., W.M., length 0.821 of a mile, in Tillamook County, being Section D of Oregon Project No. 180, consisting of 0.707 of a mile of roadway and one bridge of more than 20 feet clear span, 0.114 of a mile in length."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of fifty-eight thousand, three hundred thirty and no/100 dollars ($58,330.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-five thousand, six hundred twenty-nine and no/100 dollars ($95,629.00), the approved total estimated cost of Section D of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 18th day of February, 1937, and the Secretary of Agriculture on the 27th day of March, 1937.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By E. B. Aiken
Member, State Highway Commission

By F. L. Loucks
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By [illegible]
Acting Chief, Bureau of Public Roads.

Section D, Oregon Project No. 180.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 180-D, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 95,629.00 in lieu of the $2,503.50 approved by Certificate of July 31, 1936, as the total estimated cost of said project, and the sum of $ 58,330.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 27th day of March one thousand nine hundred and thirty-seven.

SECRETARY OF AGRICULTURE,

By [illegible]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—4829

RECEIVED
JAN 26 1937
FOR FILING
180-D

January 25, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Macarney Creek Section, Federal Aid Project No. 180-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:GS

Encl.

Oregon State Highway Department — Federal Aid Project No. 180-D

NECARNEY CREEK SECTION OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for modified agreement.)

Salem, Oregon, January 25, 1937

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost, Roadwork	$ 28,743.59
BPR (1935) Funds	$ 28,497.44
Length of Roadwork, Revised	0.707 Mile

NEW WORK

Roadside Improvement

0.4	acre	Clearing and Grubbing	$ 120.00	$ 48.00
900	cu. yds.	Excavation	0.60	540.00
1,600	cu. yds.	Top Soil in Place	1.40	2,240.00
3,900	lin. ft.	Diversion Ditch	0.08	312.00
19,700	sq. yds.	Planting	0.03	591.00
		Subtotal		$ 3,731
		10% Engr. & Cont.		373
		Total		$ 4,104

Necarney Creek Bridge

1,000	cu. yds.	Excavation	$ 3.00	$ 3,000.00
50	cu. yds.	Excavation Below Plans	5.00	250.00
320	cu. yds.	Class "B" Concrete	20.00	6,400.00
640	cu. yds.	Class "A" Concrete	20.00	12,800.00
110,000	lbs.	Metal Reinforcement	0.05	5,500.00
780,000	lbs.	Structural Steel	0.0635	49,530.00
1,260	lin. ft.	Concrete Handrail	3.75	4,725.00
All Required		Clearing		1,000.00
		Subtotal		$ 83,205
		10% Engr. & Cont.		8,320
		Total		$ 91,525

Length of Roadside Improvement [illegible] mile
Length of Bridge [illegible] mile
Total Length of Project [illegible] mile

Cost per mile, Roadside Improvement $ [illegible]

Summary of Final Estimate

Item	Total Cost	Federal Aid Funds	State Funds
Roadside Improvement	$ [illegible]	$ [illegible]	$ [illegible]
Bituminous Treat Surface	[illegible]	[illegible]	[illegible]
	$ [illegible]	$ [illegible]	$ [illegible]

[illegible] Plants for Construction [illegible]
[illegible] Plants for Maintenance [illegible]

RECEIVED
DEC 19 1936
FILES

180-D

December 18, 1936

E. F. & W. F. Philpott,
6433 S. E. 19th Avenue,
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting yesterday, awarded you the contract covering bridge construction over Mecarney Creek on the Oregon Coast Highway, in Tillamook County, based on your low bid of $83.205.00.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

MC
cc- Bridge Dept

Secretary

RECEIVED
JAN 26 1937
FOR FILING
180-D

December 1, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Necarney Creek Bridge, F. A. Project No. 180-D.

Five bid proposals and five blueprint copies of the plan title sheet are being sent under separate cover.

Since the end of the bridge is located within the project limits of Project No. 180-D it appears desirable to extend that project to include the structure and these papers have been prepared accordingly.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department — Federal Aid Project No. 180-D

MCGARNEY CREEK SECTION OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 1, 1936

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost, Roadwork- -	$ 28,743.59
NRH (1935) Funds- -	$ 29,487.44
Length of Roadwork, Revised -	0.707 mile

NEW WORK

Roadside Improvement

0.4	acre	Clearing and Grubbing	$ 120.00	$ 48.00
900	cu. yds.	Excavation	0.60	540.00
1,600	cu. yds.	Top Soil in Place	1.40	2,240.00
3,900	lin. ft.	Diversion Ditch	0.08	312.00
19,700	sq. yds.	Planting	0.03	591.00
		Subtotal		$ 3,731
		10% Engr. & Cont.		373
		Total		$ 4,104

Mcgarney Creek Bridge

1,000	cu. yds.	Excavation	$ 2.00	$ 2,000.00
50	cu. yds.	Excavation Below Plans	5.00	250.00
320	cu. yds.	Class "B" Concrete	22.00	7,040.00
640	cu. yds.	Class "A" Concrete	24.00	15,360.00
110,000	lbs.	Metal Reinforcement	0.055	6,050.00
780,000	lbs.	Structural Steel	0.065	50,700.00
1,260	lin. ft.	Concrete Handrail	5.00	6,300.00
All Required		Clearing		300.00
		Subtotal		$ 88,000
		10% Engr. & Cont.		8,800
		Total		$ 96,800

Length of Roadside Improvement	0.707 mile
Length of Bridge	0.114 mile
Total Length of Project	0.821 mile

Cost per mile, Roadside Improvement $5,804

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadside Improvement	$ 4,104	$ 2,503	$ 1,601
Necarney Creek Bridge	96,800	59,047	37,753
	$ 100,904	$ 61,550	$ 39,354

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 2, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Supplemental P.S.& E. documents for modification of Oregon Federal Aid Project 180-D, the Necarney Creek Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

The plans are approved for advertising subject to such changes being made as a detailed check shows to be necessary.

Very truly yours,

W. H. LYNCH
District Engineer

December 2, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Supplemental P.S.A.E. documents for modification of Oregon Federal Aid Project 180-D, the Necarney Creek Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

The plans are approved for advertising subject to such changes being made as a detailed check shows to be necessary.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
DEC
OREGON
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

December 17, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 180-D, Necarney Creek Bridge on the Oregon Coast Highway, to E. F. and W. F. Philpott, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. No. ~~130-B~~
NRH 130-D (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

Sept. 24, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. U. Caufield
L. U. Caufield
Highway Engineer

Encls.

Agr. 25265

Oregon U.S. Public Works Highway
Project No. NRH 180, Section D

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 2, 1935 by the Oregon State Highway Commission and on May 23, 1935 by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section D of Oregon U.S. Public Works Highway Project No. 180 (1935); and

WHEREAS, the said State Highway Department has requested that the Federal funds approved and set aside to the credit of said Section D be increased from $20,000.00 to $29,462.95:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the estimate approved for said Section D be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of Twenty nine thousand, four hundred sixty-two and 95/100 dollars ($29,462.95) as the share of the United States payable under said act on account of said Section D which is the approved total estimated cost thereof:"

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said Section D shall not in any event exceed the sum of Twenty-nine thousand, four hundred sixty-two and 95/100 dollars ($29,462.95) certified to the Secretary of the Treasury as above mentioned which is the approved total estimated cost of said Section D."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 26th day of June, 1936, and the Secretary of Agriculture on the 15th day of Sept., 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F Cabell
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

Secretary of Agriculture

By _____
Acting Chief, Bureau of Public Roads

Oregon U.S.Public Works Highway Project NRH 180-D (1935)

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Oregon U.S. Public Works Highway Project No. NRH 100-D (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 29,462.95 in lieu of the $20,000.00 approved by Cert. of May 23,1935 as the total estimated cost of said project, and the sum of $29,462.95 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~proportionate part of~~ said total estimated cost.

Done at the city of Washington, this 15th day of September one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

Agr. 25266

Form P. R. 2

State Oregon

Project No. FAP 180-D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5818

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of June, 1936

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 1932, a project statement, which was approved by the Secretary on the 5th day of October, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 7th day of May, 1936; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two thousand, five hundred three and 50/100

dollars ($2,503.50) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 267+00 in the NW 1/4 of Section 18, T. 3N., R. 10 W., W.M., and Survey Station 304+50 in the SW 1/4 of Section 7, T. 3 N., R. 10 W., W.M., with no exceptions.

, length 0.709 miles, in Tillamook County, being Section D of Oregon project No. FAP 180, consisting of 0.709 miles of ~~roadway and bridges, each of more than 20 feet clear span, of a mile in length.~~ roadside improvement, known locally as Necarney Creek Section of the Oregon Coast Highway, between official control points, Federal Aid Road near Wheeler and Cannon Beach.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 31st day of July, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry L. Cabell
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By T. H. Tucker
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

8-5513

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of two thousand, five hundred three and 50/100 dollars ($2,503.50), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of four thousand, one hundred four and 10/100 dollars ($4,104.10), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws 1927
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Form FB. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. FAP 180-D State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 4,104.10 as the total estimated cost of said project, and the sum of $ 2,503.50 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 31st day of July one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By *Thos. H. Mac Donald*
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

June 30, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Necarney Creek Section, F. A. Project No. 180-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:GS

Encl.

180-D

June 25, 1936

Charles H. Leonard
1140 W. 12th
Albany, Oregon

Dear Sir:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of July 16, 1935 for an extension of time in which to complete your contract for grading Necarney Creek Section, Oregon Coast Highway, Tillamook County. There follows an excerpt from the minutes of the State Highway Commission meeting held on September 5, 1935 covering this matter:

"Charles H. Leonard - Contract No. 1715 - grading Necarney Creek Section, Oregon Coast Highway, Tillamook County - requested an additional extension of time of ten days, from August 15 to August 25, 1935, in which to complete this project. The Engineer advised that unforeseen weather conditions delayed completion of the job within the specified time limit; also that the public has not been inconvenienced by the delay and that the state has incurred only a very small amount of extra engineering expense. He recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation."

This information is given you simply to complete your records on this subject.

Very truly yours,

DP

Secretary

180-9

June 23, 1936

Chas. H. Leonard
Albany, Oregon

Dear Sir:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of July 16, 1935 for an extension of time in which to complete your contract for grading the McCarney Creek Section of the Oregon Coast Highway in Tillamook County. There follows an excerpt from the minutes of the Highway Commission meeting held on July 26, 1935 covering this matter:

"Chas. H. Leonard, Contract No. 1715, for grading the McCarney Creek Section of the Oregon Coast Highway in Tillamook County, requested an extension of time from July 31, 1935 to August 15, 1935, in which to complete this project, giving as his reason for such request continuous heavy rains. The Engineer advised that Mr. Leonard started work on this contract within a few days after it was awarded to him and he has employed two shifts of men on the job most of the time since then; furthermore, he has done all that could reasonably be asked of him in every stage of the work but was delayed because of inclement weather and an extremely wet cut. He recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

May 14, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of May 12, 1936, concerning the labor item under Extra Work Order No. 1 which provides for the installation of 8-inch drain tile at Station 301/70 on the Necarney Creek Section, Project No. NRH 180-D (1935).

Please refer to line 14 of the final estimate of work performed under Contract No. 1715, which shows 19.9 cubic yards of Trench Excavation and 18.0 cubic yards of Rock Backfill in Drains were paid for at contract prices for work performed at Station 301/70.

The discrepancy between the estimated labor cost of $3.00 and the actual cost of $20.77 appears to be due to the item being underestimated rather than from any other cause. The cost per lineal foot is $0.32 and this is a very reasonable cost. The usual bid prices for similar work range from $0.30 to $0.75 per lineal foot, being somewhat dependent of course on the location of the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

May 12, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Extra Work Order No. 1 to Chas. H. Leonard, copies of which accompany the final voucher for Oregon USPW project NRH 180-D (1935), the Necarney Creek section of the Oregon Coast Highway.

It is noted that the estimated cost of labor installing tile was $3.00 and the actual cost is shown as $20.77. The order indicates that excavation was to be performed at contract price, but the cost claimed suggests that possibly the excavation was done by force account. We can, of course, participate only up to the amount which could be claimed at the contract price.

Will you please explain the apparently excessive labor cost on this work order, and if excavation cost is included, please advise as to the number of cubic yards involved.

Very truly yours,

W. H. LYNCH
District Engineer

180-E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

May 7, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to advise of our recommendation today for approval of Oregon Federal Aid Roadside Improvement project No. 180-D, the Necarney Creek Section of the Oregon Coast Highway. You are hereby authorized to proceed with construction, subject to the condition that any changes of plans or specifications required by the Chief Engineer will be made.

Your attention is called to the restrictions placed upon the payment of Federal funds for publicly-owned equipment used on Federal Aid highway projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

April 30, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for roadside improvement work on the Necarney Creek Section, Project No. 180-D.

Five sets of blue print plans and five copies of specifications are being sent under separate cover.

Yours very truly,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict: J.W.Nash:MM

Encl.

Oregon State Highway Department — Federal Aid Project No. 180-B

DUCABREK CREEK SECTION OF THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate on basis for project agreement. Based on estimated costs of state forces construction.)

Salem, Oregon, April 30, 1936

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost, Roadwork	$28,743.59
NRA (1933) Funds	$28,567.56
Length	0.709 mile

NEW WORK - ROADSIDE IMPROVEMENT

0.4	acre	Clearing and Grubbing	$ 120.00	$ 48.00
900	cu. yds.	Excavation	0.60	540.00
1,600	cu. yds.	Top Soil in Place	1.40	2,240.00
3,900	lin. ft.	Diversion Ditch	0.08	312.00
19,700	sq. yds.	Planting	0.03	591.00
		Subtotal		$ 3,731.00
		10% Engr. & Cont.		373.10
		Total		$ 4,104.10
		Length	0.709 mile	
		Cost per mile	$ 5,788.57	

Federal Aid Funds Requested	$ 2,503.50
State Funds Available	1,600.60
	$ 4,104.10

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1929
State Funds for Maintenance: Chap. 41, Laws 1927

MECARTHUR CREEK SECTION

PROJECT NO. 180-2

Analysis of Cost of Work to be Performed by State Forces

Clearing & Grubbing

Labor	$ 36.00	
Supplies	12.00	
		$ 48.00

$\frac{\$48.00}{0.4}$ = $120.00 per Acre

Excavation

Labor	$460.00	
Equipment	85.00	
		$ 545.00

$\frac{\$545.00}{900}$ = $0.605 per cu. yd.

(Use) $0.60 per cu. yd.

Top Soil in Place

Labor, - Excavation	$ 434.00		
Placing Top Soil	633.00		
Teamsters	66.00		
Truck Drivers	55.00		
Placing Shear Boards	416.00	$ 1,654.00	
Materials, - Lumber	$ 414.00		
Hardware	20.00	$ 434.00	
Equipment, - Teams & Fresnos	$ 44.00		
Trucks	109.00	$ 153.00	
			$ 2,241.00

$\frac{\$2,241.00}{1,600}$ = $1.40

Diversion Ditch

Labor - $ 351.00 $ 351.00

$351.00 / 3,900 = $0.09 per lin. ft.

Planting

Labor, - Gathering Native Seeds	$ 41.00	
Gathering Native Shrub Cuttings	265.00	
Planting Native Seeds	16.00	
Planting Native Shrub Cuttings	273.00	
		$ 595.00

$595.00 / 29,700 = $0.03 per sq. yd.

#1715

October 11, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1715 for the construction of the Necarney Creek Section of the Oregon Coast Highway in Tillamook County has been completed by the contractor, Chas. H. Leonard, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 21, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contrastorsin connection with this contract will be $50,175.57 including the final payment. Of this amount $58.42 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 27, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRH 180-D (1935), Necarney Creek Section, Oregon Coast Hwy., Tillamook County, was made by a representative of this office on September 10, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

To Accompany Final Estimate on Contract #1715, Necarney Creek Section,
Oregon Coast Highway. RH 180-D, 29PU

Nehalem, Oregon,

Mr W.E.Chandler, September 14th, 1935

Division Engineer,

Oregon State Highway Dept.,

Salem, Oregon,

Dear Sir:

Following is an explanation of over runs of over 10% on the Necarney Creek Section of the Oregon Coast Highway, Contract # 1715.

1- Trench excavation increased from 200 cu yds to 380 cu yds. Caused by having to lay 634 lin feet of 9" perforated pipe in the cut at station 293-300 and having to extend the 18" pipe at station 168 where a slide last winter had gone over the end of the pipe. Extention had to be put in before fill could be filled out from sta 164

2- Common and solid rock excavation, increased from 61600 to 65137 on account of slides at sta 164 and 220 being under estimated. Also, in the wet cut station 293-300, part of the cut had to be taken out one to two feet below grade in soft material to allow for extra base. This increaded both excavation and topping and some of the wet material was unfit for fills and had to be wasted which farther increased borrow at sta 222.

3- Truck haul increased from 34000 yd miles to 39615 yard miles. Increased on account of extra base which had to be put in at staion 293-300 as explained above and the extra slide material at station 164 having to be hauled to shape out fills farther away than estimated.

4- 9" perforated pipe. 50 lin feet additional put in at station 282 as water came out in several places under the fill instead of one spring. 634 lin feet placed in the cut station 293-300. This was a very wet cut in places and the material was a water saturated peat with water draining out of it at both sides. Material excavated one to two feet below grade to allow for extra base .560 lin feet of the 634 feet placed in the upper or west cut ditch on the high side of the curve to cut off the water from the sub grade to keep from saturation. 74 feet placed along center line and out to the lower ditch line to take care of springs. This was authorized by T.H.Davis of B P R and Mr Smith and Mr Eason of Highway Dept.

5- Had to put in an extra string of 18" pipe to avoid carrying water in the ditch too far, this was at station 277.

6- Rock back fill in drains increased from 20 cu yds to 96 cu yds on account of 50 ft extra of 9" pipe at sta 282 and 634 feet extra at station 293-300.

Yours truly,

J.J.Scott

Resident Engineer

Form 333—5M—2-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 14th, *193*5

Section Necarney Creek — *Kind of work* Grading-Topping

Highway Oregon Coast — *Section prefix* 29PU (29-1006) NRH 180-D

Contractor Chas H Leonard — *Contract number* 1715

Date of contract February 28th, *193*5 — *Date of completion* July 31st, *193*5

Date work started March 11th, *193*5 — *Estimated date of completion* ..., *193*...

Amount of contract . . . . . $ 28504.50 — *Per cent of time elapsed* completed %

Estimated cost of completed project, exclusive of engineering . . . . . $ 30210.42

Per cent of contract completed, based on total contract price . . . . . all %

Engineering cost to date, $ 1383.40, 4.60 % — *Date project was completed* August 21st, *193*5

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final estimate completed and delivered to Mr Eason by R.A.Forrest in Salem tonight.

Mr Stoddard of B P R made final inspection on the 10th

Mr Smith, Construction Engineer, and Mr Eason, Asst Division Engineer, over the project on the 12th.

SEP 1 1935

Signed J.H.Scott

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Cost Data to July 1, 1935

OREGON COAST HIGHWAY - NECARNEY CREEK SECTION - GRADING CONTRACT #1725 - Prefix 29 PU.

Chas. Leonard Contractor - J. H. Scott Res. Const. Engr.

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing and Grubbing	$ 2,637.57	100%	$ -	$ -	$ 2,500.00
Trench Excavation	107.50	215 Cu.Yds.	0.50	0.50	107.50
Common Excavation	9,673.65	43,500 " "	0.222	0.27	11,745.00
Solid Excavation	219.12	700 " "	0.313	0.27	189.00
Overhaul	480.00	24,000 Yd.Sta.	0.02	0.02	480.00
Truck Haul	2,791.55	21,067 Yd.Mi.	0.132	0.18	3,792.10
Round cut banks	12,506	2,250 Lin.Ft.	0.05	0.10	225.00
9" Perf. Culvert Pipe	10,505	110 " "	0.95	1.00	110.00
18" Corr. " "	350.21	170 " "	2.06	1.75	297.50
18" Conc. " "	414.33	204 " "	2.03	1.75	357.00
Rock Backfill	21.75	29 cu yd	0.75	1.00	29.00
	$ 16,925.79				$19,832.10

Gross Earning	$19,832.10
Total Cost	16,925.79
Net Profit to July 1	$ 2,906.31

Net Profit equal to 17.2% of total cost.

Cost Data to July 1, 1935

OREGON COAST HIGHWAY - NECARNEY CREEK SECTION, GRADING CONTRACT #1715
Prefix 29 PU

Chas. Leonard Contractor - J.H. Scott, Res. Cons.Engr.

Labor:

Labor	$5,444.35	
Supervision (Includes Chas.Leonard 3 Mo.at $150. per mo.)	1,050.00	
State Industrial Accident Insurance 5%	302.21	
		$ 6,796.56

Materials:

9" Perf. Corr. Pipe	110 Lin. Ft.	at	$0.57	62.70
9" Corr. Iron Bands	3 only	"	0.70	2.10
18" " " "	170 Lin.Ft.	"	1.32	224.40
18" " " "	5 Only	"	1.97	9.85
18" Concrete Pipe	204 Lin.Ft.	"	1.35	275.40
				2.20
				$ 576.65

Equipment Rental	$ 3,869.00	
Gas, Oil & Grease	1,795.79	
Truck Rental	2,166.26	
Small Tools	49.91	
Move in (70%)	484.05	
Materials used to reinforce county bridge	100.53	
Bond 1% of Gross Revenue	198.32	
Misc. Expensive	$ 199.73	
Explosives	634.55	
Insurance Property Damage and Public Liability	54.44	
		$9,552.58
		$ 16,925.79

Remarks:

This job was started March 11th, and to July 1, was about 71% complete. Rainy weather and mud has delayed progress and increased cost.

The clearing comprised about 5½ acres of large spruce and fir timber. The county had cleared and burned underbrush, small downfalls and the limbs from large down falls, (about 35% of the clearing) prior to this contract. Rainy weather, swampy land, the lack of small stuff to bank the large wet rotten logs, and the blowing of large stumps increased cost.

About $220.00 was expended for material andlabor to reinforce an old county bridge on the Neahkahnie Mt. Section, so that the heavy equipment could be moved to the job.

A 7/8 yard shovel and trucks and a slate rear end bulldozer powered with

A 75 Diesel cat made good progress on excavation for the first 30,000 cubic yards. About 12,000 cubic yards of muck was then excavated from a swampy creek bottom (Station 293 to Station 300) and was hauled up a 6% grade before a new channel could be dug to get adequate drainage. Intermittent rainy days while handling this wet muck made it necessary to plank for trucks and shovel, and slowed up production which increased cost of excavation and truck haul.

During this mucking process, the 75 Diesel cat was taken to another job and replaced with a 60 gas cat, which has been placing the embankments.

E. H. Clymer

By Ross C. Miles

Ross C. Miles.

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRH 180-D (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered [redacted] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jun

Hy. 25266

Form P. R. 2

State ..... Oregon

Project No. ..... NRH 180, Section D (1935)

U. S. Public Works Highway

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 9th day of September, 19 32, a project statement, which was approved by the Secretary on the 5th day of October, 19 32, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 19 35; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand and no/100

dollars ($ 20,000.00) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

2—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934 (Include date and citation of act of legislature by which authorized) (Public No. 393, 73rd Cong.), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 267+00 in the NW 1/4 of Sec. 18, T 3 N, R 10 W, W.M., and survey station 304+50, in the SW 1/4 of Sec. 7, T 3 N, R 10 W., W.M., , length 0.709 of a miles, in Tillamook County, being Section D of Oregon U.S.Pub.Wks.Hwy. project No. NRH 180 (1935), consisting of 0.709 of a miles of roadway and no bridges, ~~and~~ of more than 20 feet clear span, known ~~of a mile in length~~ locally as the Nesarney Creek section of the Oregon Coast Highway, between official control points Federal Aid Road near Wheeler and Cannon Beach.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of twenty thousand and no/100 dollars ($20,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-nine thousand, four hundred sixty-two and 95/100 dollars ($29,462.95), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22nd day of January, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By Chas. H. Dashburn
Member, State Highway Commission.
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. ~~NHH~~ 180-D (1935), State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 29,468.95 as the total estimated cost of said project, and the sum of $ 20,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 23d day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By D. W. Mellon
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8 4829

April 10, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate for the Necarney Creek Section, Project No. NRH 180-D (1935) to replace those sent to you previously.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRH 180-D (1935)

NECARNEY CREEK SECTION OF

THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 10, 1935

All Required		Clearing and Grubbing		$ 2,500.00
200	cu. yds.	Trench Excavation	$ 0.50	100.00
45,000	cu. yds.	Common Excavation	0.27	12,150.00
14,600	cu. yds.	Solid Rock Excavation	0.27	3,942.00
35,000	yd. sta.	Overhaul	0.02	700.00
33,000	yd. mi.	Trunk Haul	0.18	5,940.00
0.7	mile	Finishing Roadbed and Slopes	200.00	140.00
4,000	lin. ft.	Rounding Cut Banks	0.10	400.00
60	lin. ft.	9" Perforated Iron Pipe	1.00	60.00
180	lin. ft.	18" Corrugated Iron Pipe	1.75	315.00
210	lin. ft.	18" Concrete Pipe	1.75	367.50
20	cu. yds.	Rock Backfill in Drains	1.00	20.00
150	cu. yds.	Special Fill Construction at Culverts	1.00	150.00
		Sub-total		$ 26,784.50
		10% Engr. & Cont.		2,678.45
		Total		$ 29,462.95

Length 0.709 mile
Cost per mile $41,555.64

NRH Funds Requested- $ 20,000.00
State Funds- 9,462.95

$ 29,462.95

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maintenance: Chap. 41, Laws 1927

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Mccarney Creek Section, Project No. NRH 180-D (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRH 180-B (1935)

BECANTEK CREEK SECTION OF

THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 29, 1935

Fill Required		Clearing and Grubbing		$ 2,500.00
200	cu. yds.	Trench Excavation	$0.50	100.00
47,000	" "	Common "	0.27	12,690.00
14,600	" "	Solid Rock "	0.27	3,942.00
35,000	yd. sta.	Overhaul	0.02	700.00
34,000	yd. mi.	Truck Haul	0.18	6,120.00
0.7	mile	Finishing Roadbed and Slopes	200.00	140.00
4,000	lin. ft.	Rounding Cut Banks	0.10	400.00
60	" "	9" Perforated Iron Pipe	1.00	60.00
180	" "	18" Corrugated Iron Pipe	1.75	315.00
210	" "	18" Concrete Pipe	1.75	367.50
20	cu. yds.	Rock Backfill in Drains	1.00	20.00
150	" "	Special Fill Construction at Culverts	1.00	150.00
		Sub-total		$27,504.50
		10% Engr. & Cont.		2,750.45
		Total		$30,254.95

Length 0.709 mile
Cost per mile $42,672.70

NRH Funds Requested- - - - - -	$20,000.00
State Funds- - - - - - - - - -	10,254.95
	$30,254.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

February 16, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Necarney Creek Section, Project No. [illegible] 180-B (1935), which estimate has been revised to eliminate the slide removal work to be done outside of the project limits.

Five blueprint copies of the revised plan summary sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRH 180-D (1935)

NEHALEM CREEK SECTION OF THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 16, 1935

All Required		Clearing and Grubbing		$1,500.00
200	cu. yds.	Trench Excavation	$1.00	200.00
45,000	" "	Common Excavation	.30	13,500.00
14,600	" "	Solid Rock Excavation	.60	8,760.00
35,000	yd. sta.	Overhaul	.02	700.00
33,000	yd. mi.	Truck Haul	.15	4,950.00
0.7	mile	Finishing Roadbed and Slopes	200.00	140.00
4,000	lin. ft.	Rounding Cutbanks	.10	400.00
60	" "	9" Perforated Iron Pipe	1.00	60.00
180	" "	18" Corrugated Iron Pipe	2.50	450.00
210	" "	18" Concrete Pipe	2.50	525.00
20	cu. yds.	Rock Backfill in Drains	2.00	40.00
150	" "	Special Fill Construction at Culverts	1.00	150.00
			Sub-total	$31,375.00
			10% Engr. & Cont.	3,137.50
			Total	$34,512.50

Length 0.709 mile
Cost per mile $48,677.71

NRH Funds Requested- -	$20,000.00
State Funds- -	14,512.50
	$34,512.50

February 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Necarney Creek Section, Project No. NRH 180-D (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRH 180-D (1935)

NEHALEM CREEK SECTION OF THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to Accompany Plans and Specifications. Not as basis for project agreement.)

Salem, Oregon, February 12, 1935

	All Required	Clearing and Grubbing		$1,500.00	
	200 cu. yds.	Trench Excavation	$1.00	200.00	
45000	~~47,000~~ " "	Common Excavation	.30	~~14,100.00~~	13500.00
	14,600 " "	Solid Rock Excavation	.60	8,760.00	
	35,000 yd. sta.	Overhaul	.02	700.00	
33000	~~34,000~~ yd. mi.	Truck Haul	.15	~~5,100.00~~	4950.00
	0.7 mile	Finishing Roadbed and Slopes	200.00	140.00	
	4,000 lin. ft.	Rounding Cutbanks	.10	400.00	
	60 " "	9" Perforated Iron Pipe	1.00	60.00	
	180 " "	18" Corrugated Iron Pipe	2.50	450.00	
	210 " "	18" Concrete Pipe	2.30	525.00	
	20 cu. yds.	Rock Backfill in Drains	2.00	40.00	
	150 " "	Special Fill Construction at Culverts	1.00	150.00	
		Sub-total		~~$34,175.00~~	31,375.00
		10% Engr. & Cont.		~~3,516.50~~	3137.50
		Total		~~$35,337.50~~	34,512.50

Length 0.709 mile
Cost per mile ~~$49,841.32~~ 48,677.71

NRH Funds Requested- $20,000.00
State Funds- ~~15,337.50~~ 14512.50

~~$35,337.50~~ 34,512.50

April 4, 1933

Mr. J. H. Scott
Resident Highway Engineer
Rehalem, Oregon

Dear Sir:

Reference is made to your letter of April 1st, addressed to Mr. Chandler, relative to the working of a bulldozer operator 40 hours per week on the Mcarney Creek Project.

The instructions which the local office of the Reemployment Service have to the effect that the engineer may determine the length of working time in cases of this kind were issued some time last year through a misunderstanding of the National Reemployment Service. The procedure to be followed is covered in detail in a memorandum issued by Thomas H. MacDonald on November 23rd, 1933, a copy of which is being sent to you herewith.

You will note from this memorandum that the engineer has no voice in determining whether or not an operator of power equipment may be worked more than 30 hours per week.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc H. G. Smith
W. E. Chandler

Encl.

...COTT, CHAIRMAN, PORTLAND
...L G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

April 3, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith,
Construction Engineer,
O f f i c e.

Dear Sir:

Herewith request from John Scott to allow the contractor, Charles H. Leonard, on the Oregon Coast Highway contract No. 1715, to work bulldozer and shovel operators 40 hours per week.

This appears to me like a request that should be granted.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

WEC:AM
Encl:1

W. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Nehalem,Oregon,

IN REPLY PLEASE REFER TO FILE NO.

April 1st 1935

Mr W.E.Chandler,

Division Engineer,

Oregon State Highway Dept.,

Salem,Oregon,

Dear Sir:

On the Necarney Creek Section of the Oregon Coast Highway,contract # 1715, the contractor,Mr Chas.H.Leonard has requested that he be permitted to work 75 Diesel rear end bulldozer pperators and shovel operators 40 hours per week . The Federal provisions permit that shovel operators and operators of such heavy equipment requiring more than ordinary skill to operate may work 40 hours per week. Bulldozer operators on the heavy type mentioned above are not specifically mentioned in the above class but it might be construed that the ones mentioned were illustrate the class rather than those mentioned.The work will be on high slopes above a road which has already been excavated and as there is only one bulldozer particular care must be used not to get stuck as there is no other equipment to pull it out.It is no place for an ~~xx~~ inexperienced operator.

I have a letter from Mr White,in charge of the Tillamook office,in which he states that he has only one operator,whom Mr Leonard is now employing. Mr Thorsell of The District Employment Office ,~~xxxxx~~ states that he has no operators and will try to get them through the Portland office.Mr Thorsell says that in regard to the matter of 40 hours per week,that they have instructions which state that such matters are for the engineer to decide and that the engineers decision is final.

Owing to the fact that 3 shifts will operate better,that weather is still uncertain and there will be lost time and the fact that operators will have to be brought from other counties in competition with 40 hour jobs,I would reccomend that the above operators be permitted to work 40 hours per week.

Yours truly, J.H.Scott Res.Engr.

FORM S-A-1 16518 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

1800

SALEM
April 4, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. H. Scott,
Resident Engineer,
Nehalem, Ore.

State Highway Engineer

Dear Sir:

Mr. Chandler has referred your request for authority to work eat drivers 40 hours per week to this office.

We are referring your letter to Mr. Johnson of the re-employment service as the State Highway Department has no authority to authorize any change in the hours of work. I am attaching a circular letter which is still in effect and which fully covers this situation. The State Re-employment Director is the only person authorized to grant the 40 hour week basis and it is questionable if he is authorized to do so on any changes except those specifically designated.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock
W. E. Chandler

March 19, 1935

180 D

Mr. Chas. H. Leonard
1140 West 12th St.
Albany, Oregon

Dear Sir:

We are sending you by express fully executed copy of State Highway Contract No. 1715 which was awarded to you by the State Highway Commission on February 28 for the construction of the Necarney Creek Section of the Oregon Coast Highway in Tillamook County.

This copy is for your records and files.

Very truly yours,

Secretary

AJ

180 D.
1775.

March 7, 1935

Mr. Chas. H. Leonard
1140 W. 12th Street
Albany, Oregon

Dear Sir:

For use in connection with the Necarney Creek Grading Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Court House, Tillamook, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. J. H. Scott

March 1, 1935

1809

Mr. Chas. H. Leonard
1140 West 12th St.
Albany, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on February 28 for the construction of the Necarney Creek Section of the Oregon Coast Highway in Tillamook County, and has awarded to you the contract for such work at your bid price of $27,504.50.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRH 180-D (1935), Necarney Creek section of the Oregon Coast Highway, to Chas. H. Leonard, Albany, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works Project No. NRH 180-D (1935), the Necarney Creek Section of the Oregon Coast Highway, have today been recommended for approval. This is your authority to advertise.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

The roadway section attached to the plans shows the width on fills to be approximately 28 ft. and in cuts 30 ft. It is believed that the width on fills should be at least equal to the width in cuts, and revised sheets should be submitted.

On page 23 of the special provisions it is required that the slides on Project NRH 180-C be removed under this contract. The quantity summary, proposal and estimate, however, do not show slide removal quantity. The slide quantities should have been shown as non-participating, for as the proposal now stands no quantities are shown, while an inspection on the ground shows considerable yardage to be moved.

Very truly yours,

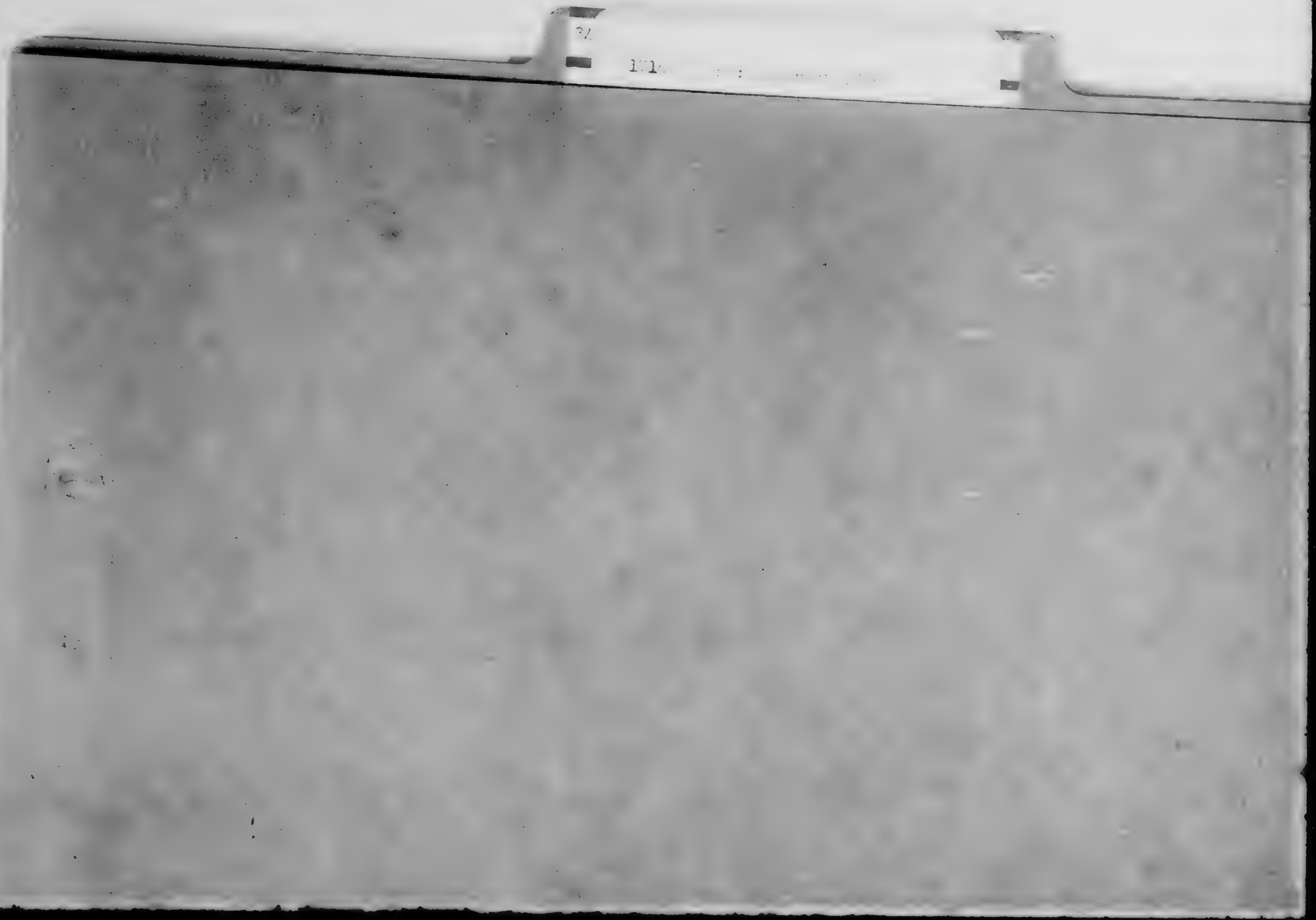
W. H. LYNCH
District Engineer

REFERRED TO
_____
State Highway Engineer

CONTRACT#1716,

SEE:

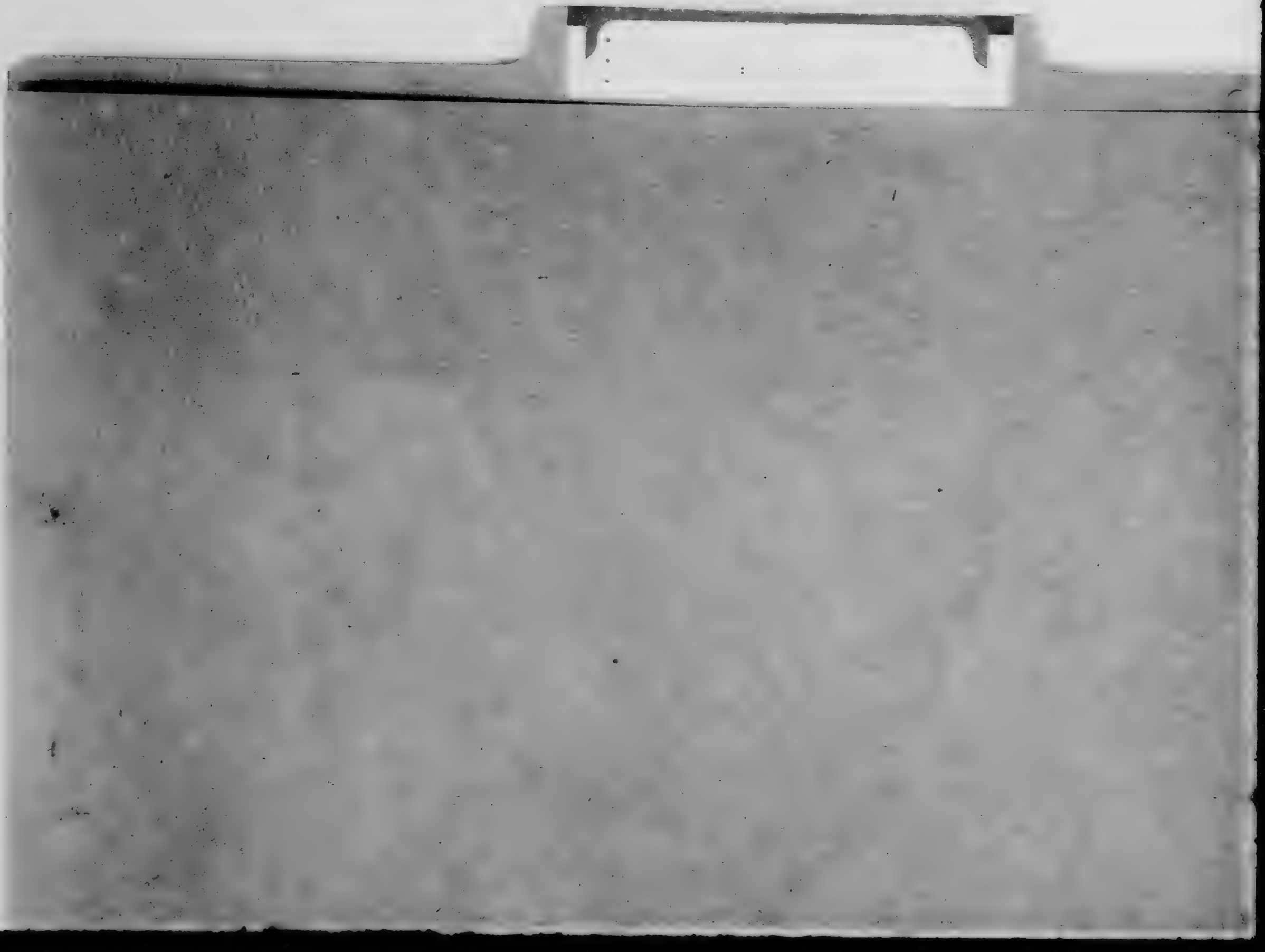
CONTRACT#1708,



CONTRACT#1717,

SEE:

CONTRACT#581,



CONTRACT #1718,
1718,

PR 52-4 Newberg-West Dayton Sec., 1932-1935
West Side Pacific Hwy.
[redacted]
1718, 1719

RECEIVED
JUN 21 19[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER
SALEM

June 20, 1936.

IN REPLY PLEASE
REFER TO FILE NO.
36-1102

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. S. H. Probert.

Dear Sir:

There are attached hereto a copy of a letter from the Southern Pacific Company and eight copies of a bill for work performed on the Chehalem Creek Section, contract No. 1719, at Newberg in 1935. This is referred to you for charges.

Yours very truly,

F. D. EASON,
Division Engineer.

By

C. F. O'NEIL.

CFO:AM
cc R. H. Baldock

January 25, 1938

Mr. E. L. King, Superintendent
Southern Pacific Company
Portland, Oregon

Dear Sir:

Mr. George Fair of the Southern Pacific Company was in some days ago with further reference to your bill No. 400359, in the amount of $118.89, of which approximately $60.00 represents work allegedly performed for the State Highway Department by the railroad company at Newberg in 1935.

Mr. Eason in his letter of December 3 explained fully our position. We were informed by the Valley Petroleum Company that they started to move the track but they were stopped by your men with the statement that the railroad company would remove the track itself. Be that as it may, certainly no member of the Highway Department gave you instructions to perform this work.

Any work of this kind should, of course, be undertaken only after receipt of a written letter of instructions from the State Highway Department to you. In this case, neither oral nor written instructions were given. The State Highway Department has paid for this track removal once. It will not pay for it twice.

I am sorry that the misunderstanding occurred and trust you will understand our position in this matter.

Very truly yours,

State Highway Engineer

RHB:HI

IM 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEN

Newberg - Chehalem Creek Brg.
NKH 52-E

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER

SALEM

December 3, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. L. King,
Superintendent,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

With further reference to your bill No. 400359 in the amount of $118.89, submitted to the State Highway Department for work performed by the railroad company at Newberg in 1935, and in reference to your letter of September 27th with respect thereto, you are advised as follows:

The part of your bill covering work performed for a proposed improved signal service at the highway crossing at the end of Main Street, though not authorized by agreement, letter or verbal instructions, will be approved for payment, as the work will be a necessary part of the final signal improvement and, therefore, can be considered a justified expense.

The remainder of your bill, covering expense in removing and revamping the oil company spur is a matter entirely between the railroad company and the Valley Petroleum Company. The State dealt with the Valley Petroleum Company for needed right of way, paid them for same plus additional items covering the removal of the track from the new right of way being acquired and such other removal and replacement as the oil company deemed necessary in revamping their facilities to suit their desires and needs. What was done in this respect outside of the right of way was no concern of the State.

The right of way buyer evidently assumed the spur track belonged to the oil company, and I believe it was brought out in a recent conference between Mr. Fair and Mr. Riskert, of the oil company, that the oil company themselves assumed that the spur track was their property. The Highway Department gave no instructions to the railroad company, either verbal or by letter, concerning the removal or changing of this spur track. We were not concerned in any way except that the oil company contended that certain changes would be necessary to satisfy their needs, estimated the cost of such changes and these items of expense were included in the settlement for the right of way.

Mr. E. L. King December 3, 1937

The fact that it is a matter of record that the State paid the oil company amounts covering the removal and revamping of their spur facilities might be of value in pressing your claim against the oil company. Aside from supplying this information, the State can not enter into the controversy. Your claim for this work against the State is definitely denied.

Yours very truly,

F. D. MASON,
Division Engineer.

FDE:AM
cc R. H. Baldock
J. M. Devers
S. H. Probert
H. G. Smith

P. S.

We are returning herewith your invoice in the amount of $118.89 for revision in accordance with paragraph 2 of this letter. We calculate the cost of the signal work as being $48.14. Please resubmit the invoice in that amount, and it will be given further consideration.

F. D. E.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER

SALEM

December 3, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum with respect to the conference between Mr. Fair, of the Southern Pacific Company, Mr. Riekert, of the Valley Petroleum Company, and F. D. Eason at Mr. Broadwell's office in Newberg, December 2, 1937, re claim of railroad company for work performed in removal of track from oil company property.

I stated that the State had made full settlement with the oil company for moving the spur track off the right of way purchased and also moving or removing and rebuilding the spur track on the oil company property as the oil company might deem necessary because of the highway construction, to properly and satisfactorily rearrange their facilities. It seemed evident in making this settlement that the right of way buyer assumed the spur track on the oil company property was the property of the oil company.

The State engineers gave no orders to the railroad company to remove the track and certainly the right of way department, in making payment to the oil company for track removal and revamping, could not have authorized the railroad company to move the track and then bill the State. We made full settlement to the owner for the property needed, and the damages to him because of changes he thought necessary in rearranging his plant. We were not concerned whether any of the railroad track was moved or rebuilt on the oil company property outside of the new right of way being acquired; therefore, I contend we have no obligation in respect to any railroad work for changing or removing this spur track.

The oil company evidently considered the spur track their property and proceeded to arrange for its removal by their moving contractor. The railroad company then stepped in and told the oil company the track was their property and they would remove it, as they were better equipped to handle such work. The State contractor in clearing the highway right of way asked Broadwell about moving the track on the right of way, and Broadwell instructed him to take up this portion of the track and pile the rails along the edge of the right of way as part of the contract clearing requirement. However, the railroad crew took up the track before the contractor got to this portion of the clearing work.

U.S. ATOMIC ENERGY COMMISSION

Memorandum December 3, 1937

The oil company contends that they did not order the railroad company to remove the track nor did they have any agreement with them for this work, that they (the railroad company) proceeded to remove their own track on their own authority but with the consent of the oil company, for the salvage of the rails, that they removed more than was necessary as they originally planned it, and furthermore that the railroad company was disgruntled at the oil company because the oil company was not using the spur for rail oil delivery but had instead changed to truck delivery. They deny any obligation to the railroad company for charges contained in the bill, even though the State had paid them for the work and the money had been accepted with that understanding.

Mr. Fair, of the railroad company, contends that it was the understanding with the State that they were to remove the spur track and the charge therefor was recollectable from the State. He had no evidence, however, of any authority issued or statement made by any member of the Highway Department to do this work and could not state on whose authority they proceeded with this work. The railroad company prefers to look to the State for payment, I think, because they do not wish to antagonize a customer and also perhaps because collection might be easier from the State.

There is nothing in the agreement between the railroad company and the oil company covering the installation and maintenance of the spur track on the oil company property that provides for the track removal at the termination of the agreement. I asked Mr. Fair what the railroad company would do if a customer under such a lease canceled the agreement and ordered the track removed and how the work would be charged. He said they would, of course, remove the track since the material was railroad property and would not charge the former customer for the work.

I informed Mr. Fair I would okay the portion of the bill covering the signal work, which, although not definitely ordered, was work which would be of value and use when the final signals were installed, but I could not approve the remainder of the bill, and the railroad company would have to look to the oil company for payment if they really expected to collect.

F. L. Eason.

FLE:AA
cc S. H. Probert ✓
J. M. Devers
H. G. Smith

November 26, 1937

Mr. F. D. Eason
Highway Division Engineer
O f f i c e

Dear Sirs

With further reference to the enclosed claim, Mr. Devers advises that Mr. Rickert, of the Valley Petroleum Co., stated that he had talked with the Railway Company representatives relative to moving the track prior to the performance of the work, and that he at that time told the representatives that he would take up the track himself. They told him not to do that as they were better equipped to do it than he, and that they would do it. He agreed to that, assuming that they intended to do the work at their own expense.

Mr. Rickert stated that he had spent most of the $90.00 that had been allowed him for the track removal work, in leveling off the ground after the track was moved. He did not feel any definite obligation to the Railway Company, but, at the same time, he indicated that he might be willing to allow the company something if he was approached on the matter.

As Mr. Rickert seems to be very well informed in regard to the arrangements that were made relative to the moving of the track and seems willing to assume some of the cost, I suggest that you arrange a conference between yourself, Mr. Broadwell, Mr. Fair and Mr. Rickert, and endeavor to finally place the responsibility for payment. I don't see any other way of getting the matter settled.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER
Encl.

S-130
(A. A. R.-208)

BILL COLLECTIBLE

BILL No. 400359
Quote Above Number When Remitting

Month's Account

Dept. No.

Date Made 193

To SOUTHERN PACIFIC COMPANY, Dr.

MAKE REMITTANCE TO:

Southern Pacific Company,
Care of Local Treasurer,
San Francisco, California

$ 118 89

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco, California

Binding Margin

C.S.-130-B

DETAIL OF BILL COLLECTIBLE

Sheet No. [illegible]

Dept. No. [illegible]

Payor [illegible]

A 400359

[illegible]

Rental of equipment used in
Signal Department

$ 119 85

Binding Margin

...ISSIONERS
...P. CABELL, CHAIRMAN, PORTLAND
...B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

J. W. DESOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

November 16, 1937

IN REPLY PLEASE REFER TO FILE NO.

R 1807

Mr. S. H. Probert
Office Engineer
O f f i ce

Dear Sir: Attention Mr. L. E. Parsons

Reference is made to the question of bill of Southern Pacific Company in connection with the moving of spur track at the Valley Petroleum Company property on the Chehalem Creek Section of the West Side Pacific Highway.

Mr. Devers advises that Mr. Rickart was in the office a few days ago and that at that time Mr. Rickart stated that it originally was contemplated to replace the spur on the Valley Petroleum Company property but that when this was attempted to be done it was found to be not feasible on account of differences in elevation. He also stated that Valley Petroleum Company wanted to move the spur but that Southern Pacific Company desired to do this with its own forces. It appears that there are also some questions involved of an extension of about eight feet from the Shell Oil property, which would permit the use of the spur track by Valley Petroleum Company, but nothing has been done in this regard.

I am not entirely familiar with all of the details but it is Mr. Devers' conclusion, after the discussion with Mr. Rickart, that the matter is one which is entirely between Valley Petroleum Company and Southern Pacific Company and that we should not participate in the matter.

Yours very truly,

J. M. DEVERS

By J. W. DeSouza

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock
Mr. H. G. Smith

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER
SALEM

November 12, 1937

IN REPLY PLEASE REFER TO FILE NO.

36-1102

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. J. H. DeSouza.

Dear Sir:

There is referred to you herewith a letter received this date from the Southern Pacific Company concerning the track moving controversy at Newberg.

Yours very truly,

F. D. EASON,
Division Engineer.

by

G. W. ROSS,
Office Engineer.

GWRsAK
cc R. H. Baldock
S. H. Probert
E. G. Smith

C
O
P
Y

SOUTHERN PACIFIC COMPANY

Portland, Oregon

November 8, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. F. D. Eason

Dear Sir:

Referring to past correspondence relative to our bill Audit #400359 in the amount of $118.59 covering expenses incurred by the Southern Pacific Co. in connection with the relocation of the highway through Newberg.

In reply to question verbally raised by your office as to whether or not track under discussion as formerly located on the property which you bought from the Valley Petroleum Co. was covered by an agreement with the property owners, we wish to advise that this track was covered by our usual type of track agreement. This agreement was dated July 2nd, 1930 and described the track and covered and permitted its existence upon the property of the Valley Petroleum Co. The agreement also covered the features of ownership of track material, the usual operating conditions, impaired clearances, etc. This agreement was terminated by the Oil Co. and the Railroad as of July 1st, 1935.

We trust this information will be of assistance to you in further consideration of the bill in question.

Yours truly,

(Sgd.) E. L. King

Copies for:

R. H. Baldock
S. H. Probert
H. G. Smith

...IONERS
...V. CABELL, CHAIRMAN, PORTLAND
...S. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

October 28, 1937

Valley Petroleum Company
Newberg, Oregon

Gentlemen:

Reference is made to the question of the expense of moving the spur track at your plant at Newberg.

The option given to this department under date of February 4, 1936, shows that the consideration to be paid was as full and complete settlement of the cost of "moving buildings and incidental reconstruction and any and all other damages of every kind and character". It is obvious that the moving of the track would come under the classification of "incidental reconstruction and any and all other damages of every kind and character". We have been advised that Valley Petroleum Company now disclaims any liability to Southern Pacific Company for the expense of any of the work, but believe that this must come from an imperfect understanding of the matter on your part. As a matter of fact, in the first report made by Mr. Bentley, showing an agreed price of $3043.00, the item of track was estimated at $50.00. It appears, however, that the total consideration to be paid was later increased from $3043.00 to $3068.00, a difference of $25.00. This $25.00-difference was made up of a reduction in the previously estimated land area amounting to $15.00 and an increase of $40.00 for the cost of rebuilding the spur track. This cost of $30.00 was based upon bids or price quotations secured by you, so it is obvious that the payment of the amount by Valley Petroleum Company was contemplated at the time our transaction was made.

We would very much appreciate your giving your attention to the payment of the bill, as Southern Pacific Company is insisting that we do something to expedite payment of the amount. As we analyze the bill of Southern Pacific Company, which included some other work, the amount payable for moving the track is $75.60 instead of the $30.00 which was allowed to you.

We may further advise that this matter recently has been discussed with Mr. Edward E. Bentley, the right of way agent who negotiated the transaction, and under date of October 22, 1937, he writes us to the effect that it was definitely the agreement and understanding that the responsibility for the moving of the spur tracks and the making of compensation therefor was to be that of Valley Petroleum Company.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWL:AW
cc Mr. R. H. Baldock
Mr. S. H. Probert
Mr. H. G. Smith
Mr. F. D. Eason

October 25, 1937

Mr. J. M. Devers
Attorney
O f f i c e

Attention: Mr. De Sousa

Dear Sirs

Please note the attached claim and correspondence relating to track moving and signal rearranging work performed by the Southern Pacific Company in 1935 at the grade crossing of the Pacific Highway, West, in the City of Newberg.

It appears that compensation for the track removing work, now billed to us at $75.60, was allowed to the Valley Petroleum Company in the right of way settlement made with that company, but that the company did not in turn compensate the Railway Company by which the work was actually performed.

Mr. Eason has endeavored to have the Petroleum Company make payment for the work, but has not succeeded. We, therefore, ask that you take the matter in hand to see what can be done.

The spur referred to in the bill as the Shell Oil Company spur is the same spur as is also referred to in the bill as the Valley Petroleum spur. The portion of track removed was entirely within the limits of the Petroleum Company's property. A part of the track on the Shell property was raised but, according to Mr. Eason, none was removed.

Very truly yours,

Office Engineer

SHP:ER

cc R. H. Baldock
H. G. Smith
F. D. Eason

Encl.

...ONERS
...P. CABELL, CHAIRMAN, PORTLAND
...B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER
SALEM

October 23, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e .

Attention: Mr. S. H. Probert.

Dear Sir:

I am returning herewith the ~~item~~ claim of the Southern Pacific Company for work performed on their track and signals at Newberg during the reconstruction work in 1935.

I contacted the Valley Petroleum Company to endeavor to have them pay direct to the railroad company the railroad company's claim for the removal of the track across their property, which item was included and paid for in their settlement with the State. They denied any obligation, however, and said that payment by the State did not include any removal of the track.

I am inclosing herewith the final report of the right of way negotiations conducted by our right of way agent, Mr. E. E. Bentley, and approved by Mr. Gardiner. You will note that one item of payment in the amount of $2,705.00 covers the moving of tank and buildings, removal of spur track and regraveling of driveways. In addition to that there is an item of $90.00 paid to them for rebuilding the spur track. This spur track was an extension of the spur that led across the Shell property. It extended into the Valley Petroleum Company property for a distance of 115 feet, 30 feet of the extreme end being on the new right of way which was being purchased from the Valley Petroleum Company.

Undoubtedly Mr. Broadbell or one of our engineers asked the railroad company to remove this track from the right of way that had just been purchased, in order to clear the way for the new construction. The railroad company removed all the track up to the Shell Oil Company's property, with an understanding with the Valley Petroleum Company that they could be served from the track remaining at the end of the Shell Oil spur. The Valley Petroleum Company disclaimed any instructions to the railroad company to remove this track and yet they definitely had an understanding for service from the end of the Shell Oil spur. The track had to be removed from the Valley Petroleum Company property in order to revamp their build-

ings and storage tanks. Since we have paid the Valley Petroleum Company for the removal of this track as well as the rebuilding of a new track which was not done, I believe it is a matter for the right of way department to settle.

I discussed this matter with Mr. Fair, and he, of course, is interested only in getting the bill paid, which work he says was necessitated by our reconstruction work, and feels that the State should take steps to collect their claim.

With respect to the railroad company's claim for crossing signal expense, it was stated by Mr. King that the signal had been shifted and that there was an understanding that this work was to be paid for by the State. Shifting of the old signal was neither requested nor made, nor as far as I know was there any understanding about the shifting of the present signal or the installing of an additional signal. We agreed to pave the area between the tracks if the company reconditioned the track in a suitable manner for a paving job. In doing this work they rewired the track and due to the widened crossing on a skew placed insulated joints at each side of the street crossing so that the bell would operate during passage of trains throughout the crossing in either direction.

This, I believe, was necessary and needed to properly protect the highway traffic. It was not, however, authorized by the State, and I am uncertain as to whether the State should pay this claim or not. Since the additional insulated joint was required because of the reconstructed highway, it might be considered just and proper.

Yours very truly,

F. D. EYSON,
Division Engineer.

FDE:AM
cc F. H. Baldock
H. G. Smith
J. L. DeSouza

...MISSIONERS
...Y F. CABELL, CHAIRMAN, PORTLAND
...B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER
SALEM

October 23, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e .

Attention: Mr. S. H. Probert.

Dear Sir:

I am returning herewith the claim of the Southern Pacific Company for work performed on their track and signals at Newberg during the reconstruction work in 1935.

I contacted the Valley Petroleum Company to endeavor to have them pay direct to the railroad company the railroad company's claim for the removal of the track across their property, which item was included and paid for in their settlement with the State. They denied any obligation, however, and said that payment by the State did not include any removal of the track.

I am inclosing herewith the final report of the right of way negotiations conducted by our right of way agent, Mr. E. E. Bentley, and approved by Mr. Gardiner. You will note that one item of payment in the amount of $2,705.00 covers the moving of tank and buildings, removal of spur track and regraveling of driveways. In addition to that there is an item of $90.00 paid to them for rebuilding the spur track. This spur track was an extension of the spur that le across the Shell property. It extended into the Valley Petroleum Company property for a distance of 115 feet, 30 feet of the extreme end being on the new right of way which was being purchased from the Valley Petroleum Company.

Undoubtedly Mr. Broadwell or one of our engineers asked the railroad company to remove this track from the right of way that had just been purchased, in order to clear the way for the new construction. The railroad company removed all the track up to the Shell Oil Company's property, with an understanding with the Valley Petroleum Company that they could be served from the track remaining at the end of the Shell Oil spur. The Valley Petroleum Company disclaimed any instructions to the railroad company to remove this track and yet they definitely had an understanding for service from the end of the Shell Oil spur. The track had to be removed from the Valley Petroleum Company property in order to revamp their build-

Mr. R. H. Baldock October 23, 1937.

ings and storage tanks. Since we have paid the Valley Petroleum Company for the removal of this track as well as the rebuilding of a new track which was not done, I believe it is a matter for the right of way department to settle.

I discussed this matter with Mr. Fair, and he, of course, is interested only in getting the bill paid, which work he says was necessitated by our reconstruction work, and feels that the State should take steps to collect their claim.

With respect to the railroad company's claim for crossing signal expense, it was stated by Mr. King that the signal had been shifted and that there was an understanding that this work was to be paid for by the State. Shifting of the old signal was neither requested nor made, nor as far as I know was there any understanding about the shifting of the present signal or the installing of an additional signal. We agreed to pave the area between the tracks if the company reconditioned the track in a suitable manner for a paving job. In doing this work they rewired the track and due to the widened crossing on a skew placed insulated joints at each side of the street crossings so that the bell would operate during passage of trains throughout the crossing in either direction.

This, I believe, was necessary and needed to properly protect the highway traffic. It was not, however, authorized by the State, and I am uncertain as to whether the State should pay this claim or not. Since the additional insulated joint was required because of the reconstructed highway, it might be considered just and proper.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc R. H. Baldock
H. G. Smith
J. M. DeSouza

Southern Pacific Company

S-2660

PORTLAND, OREGON

IN REPLY PLEASE REFER TO

E. L. KING.
SUPERINTENDENT

September 27, 1937 GMO 95608

RECEIVED
SEP 29 1937
DIVISION ENGINEER

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert

Dear Sir:

Your letter of the 14th in regard to bill No. 400359 in the amount of $118.89 covering expense incurred in connection with relocation of highway at Newberg, Oregon, confirming conversation with our Engineering Department and return of bill to you for further handling.

This expense was incurred account of relocation of the highway south of Newberg. The work of shifting the industry tracks was performed by railroad forces on request of the State Engineer. When work is performed at the request of an industry a deposit of estimated cost of the work is required. We are hardly in a position now to bill the industry direct. Since the negotiations were carried out between your Right of Way Department and the industries, it would appear advisable for the Right of Way Department to handle with the industries for reimbursement to the Southern Pacific Company. This portion of the bill amounted to $70.75.

With regard to the crossing signal expense, it was the understanding with the State Engineers that present signal would be shifted and that one additional magnetic wigwag signal be installed at the expense of the State. It was later suggested that we install two later type flashing light signals. Work was postponed as we were unable to complete an agreement, etc., for this kind of work under the Federal regulations. Later we were requested to postpone the work for inclusion in the 1938-39 program. The amount of $48.14 was expense of moving the present signal and, in line with our understanding, was to be paid for by the State.

It has been the practice of this company to submit bills of this kind after all work on the project is completed. This authority was held open as incomplete until about three months ago on account of the question of the installation of additional signal. This is the reason the bill in question was not submitted following completion of the work.

We will appreciate your further consideration of

this matter and if possible, your handling direct with the industries involved.

Yours truly,

E L Kuyk

Enf.

FORM S-K-1 1500 10-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

November 16, 1937

NOTED

State Highway Engineer

R 1807

Mr. S. H. Probert
Office Engineer
O f f i ce

Dear Sir: Attention Mr. L. E. Parsons

Reference is made to the question of bill of Southern Pacific Company in connection with the moving of spur track at the Valley Petroleum Company property on the Chehalem Creek Section of the West Side Pacific Highway.

Mr. Devers advises that Mr. Rickart was in the office a few days ago and that at that time Mr. Rickart stated that it originally was contemplated to replace the spur on the Valley Petroleum Company property but that when this was attempted to be done it was found to be not feasible on account of differences in elevation. He also stated that Valley Petroleum Company wanted to move the spur but that Southern Pacific Company desired to do this with its own forces. It appears that there are also some questions involved of an extension of about eight feet from the Shell Oil property, which would permit the use of the spur track by Valley Petroleum Company, but nothing has been done in this regard.

I am not entirely familiar with all of the details but it is Mr. Devers' conclusion, after the discussion with Mr. Rickart, that the matter is one which is entirely between Valley Petroleum Company and Southern Pacific Company and that we should not participate in the matter.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AM
cc Mr. R. H. Baldock
Mr. H. G. Smith

1M 9-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER
SALEM

November 12, 1937

IN REPLY PLEASE REFER TO FILE NO.
36-1102

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e .

Attention: Mr. J. W. DeSouza.

Dear Sir:

There is referred to you herewith a letter received this date from the Southern Pacific Company concerning the track moving controversy at Newberg.

Yours very truly,

F. D. EASON,
Division Engineer.

by

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock
S. H. Probert
H. G. Smith

C
O
P
Y

SOUTHERN PACIFIC COMPANY

Portland, Oregon

November 8, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. F. D. Mason

Dear Sir:

Referring to past correspondence relative to our bill Audit #4[illegible]59 in the amount of $11[illegible].59 covering expenses incurred by the Southern Pacific Co. in connection with the relocation of the highway through Newberg.

In reply to question verbally raised by your office as to whether or not track under discussion as formerly located on the property which you bought from the Valley Petroleum Co. was covered by an agreement with the property owners, we wish to advise that this track was covered by our usual type of track agreement. This agreement was dated July 2nd, 1930 and described the track and covered and permitted its existence upon the property of the Valley Petroleum Co. The agreement also covered the features of ownership of track material, the usual operating conditions, impaired clearances, etc. This agreement was terminated by the Oil Co. and the Railroad as of July 1st, 1935.

We trust this information will be of assistance to you in further consideration of the bill in question.

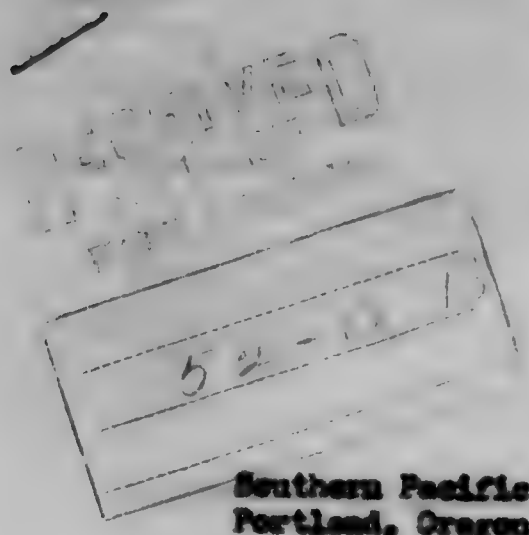
Yours truly,

(Sgd.) E. L. King

Copies for:

P. H. Baldock
G. H. Probert
H. G. Smith

Encl.



September 14, 1937

Southern Pacific Company
Portland, Oregon

Gentlemen:

We are returning to you herewith for cancellation your bill No. 400359 in the amount of $118.89, covering "expenses incurred in connection with relocation of highway at Newberg, Oregon".

The work covered by the bill apparently consists of the removing and revamping of the spur tracks to two oil company plants adjacent to the highway, and the rewiring of a wigwag signal at the highway entrance to Newberg near the Chehalem Creek Bridge.

The State's settlement with the Valley Petroleum Company included the payment of $90 to the company for the cost of rebuilding the spur track. Our records do not indicate that the spur track to the Shell Oil Company plant required moving, as we acquired only 145 square feet from that company.

It appears that the track moving was necessary only at the Valley Petroleum Company's plant, and, therefore, the bill for that expense should be submitted direct to the Valley Petroleum Company as they received payment for that item of cost in the right of way settlement.

We find no agreement with your company obligating the state in connection with the rewiring of the wigwag signal, and, therefore, ask that the bill against the state be cancelled.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

cc R. H. Baldock
F. D. Rogers
H. G. Smith
Auditor
Encl.

...MISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

J. W. DESOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

September 2, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert
Office Engineer
O f f i c e

Dear Sir:

Reference is made to Mr. Eason's letter to you of August 28th relative to bill submitted by the Southern Pacific Company for work performed at Newberg in connection with the Chehalem Creek Bridge in 1935. It appears from his letter that the work covers the removing and revamping of the spur tracks to the two oil plants adjacent to the highway and the rewiring of the wig wag signal at the main Southern Pacific crossing where the highway enters the main street at the north end of the project.

It appears that there were two oil company transactions, the first of which is the Valley Petroleum Company and is covered by main office right of way file No. 2145, our right of way file No. 1807. The settlement on this property was made by E. E. Bentley and his final report under date of February 15, 1935, shows that the sum of $90.00 was allowed to Valley Petroleum Company for the cost of rebuilding the spur track. The original estimate on this item was $25.00 less, but upon the securing of a bid price, which I presume was done by the Valley Petroleum Company, the amount was increased to $90.00.

The second property is the Shell Oil Company plant, which is covered by main office right of way file No. 2159, our right of way file No. 1806. The property acquired from the Shell Oil Company consisted of only 145 square feet, the consideration being only $1.00, and the map does not indicate, nor do any of the records show, that the moving of the spur was necessary in connection with the parcel of land secured from this company. We did agree, however, to provide adequate ingress to and egress from the property, which work, I believe, was done in connection with the construction of the project.

From our records we have reached the conclusion that all of the spur track moving was necessitated by changes in the Valley Petroleum Company plant and that the company was reimbursed to the agreed amount of $90.00 for this work, so any bills from Southern Pacific Company should be submitted direct to Valley Petroleum Company.

Yours very truly,
J. M. DEVERS
By J. W. DeSouza
J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock
Mr. F. D. Eason
Mr. H. G. Smith

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2159
2145-

STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER
SALEM

August 28, 1937

IN REPLY PLEASE REFER TO FILE NO.

Parsons
See if you can find any letters or memoranda relating to this adjustment
FDE

er,

S. H. Probert, Office Engineer

.ll submitted by the Southern Pacific Company for erg in connection with the Chehalem Creek Bridge vers the removal and revamping of the spur tracks djacent to the highway and the rewiring of the wigwag hern Pacific crossing where the highway enters the h end of the project.

rangements were made with the Southern Pacific officials to recondition their track, which included the placing of new ties and rails throughout this street crossing at their own expense, and the State agreed to pave the area between the tracks. When this new track was laid, the Railroad company rewired over this street for the wigwag then in place. I would consider this part of their necessary work in reconditioning their track.

The changing of the spur tracks into the oil plants was, I presume, necessitated by the revamping of these oil plants due to the changed alignment and the right of way deals with the oil companies. As far as I know, there was no agreement or authority given the Southern Pacific Company to bill the State for any expense incurred in connection with this work. It may be that the Legal Department in their right of way dealings agreed to the revamping of the spur tracks servicing the oil plants. If not, I think it is entirely a matter between the railway and the oil companies.

There may be some reason for the expense entailed in the rewiring of the signal although there was no agreement to pay for this expense as far as I know.

Yours very truly,

F. D. EASON
Division Engineer

FDE:MN
Enc.
cc F. H. Baldock
H. G. Smith
J. M. Devers

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2150
2145

OREGON STATE HIGHWAY COMMISSION

F. D. EASON, DIVISION ENGINEER
SALEM

August 28, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e .

Dear Sir: Attention: S. H. Probert, Office Engineer

Herewith a bill submitted by the Southern Pacific Company for work performed at Newberg in connection with the Chehalem Creek Bridge in 1935. This work covers the removal and revamping of the spur tracks to the two oil plants adjacent to the highway and the rewiring of the wigwag signal at the main Southern Pacific crossing where the highway enters the main street at the north end of the project.

Arrangements were made with the Southern Pacific officials to recondition their track, which included the placing of new ties and rails throughout this street crossing at their own expense, and the State agreed to pave the area between the tracks. When this new track was laid, the Railroad company rewired over this street for the wigwag then in place. I would consider this part of their necessary work in reconditioning their track.

The changing of the spur tracks into the oil plants was, I presume, necessitated by the revamping of these oil plants due to the changed alignment and the right of way deals with the oil companies. As far as I know, there was no agreement or authority given the Southern Pacific Company to bill the State for any expense incurred in connection with this work. It may be that the Legal Department in their right of way dealings agreed to the revamping of the spur tracks servicing the oil plants. If not, I think it is entirely a matter between the railway and the oil companies.

There may be some reason for the expense entailed in the rewiring of the signal although there was no agreement to pay for this expense as far as I know.

Yours very truly,

F. D. EASON
Division Engineer

FDE:MN
Enc.
cc F. H. Baldock
H. G. Smith
J. M. Devers

BILL COLLECTIBLE

S-130
(A. A. R.-208)

BILL No. 200359
Quote Above Number When Remitting

Month's Account

Dept. No.

Date Made 193

To SOUTHERN PACIFIC COMPANY, Dr.

MAKE REMITTANCE TO:

Southern Pacific Company,
Care of Local Treasurer,
San Francisco, California

	$ 118 89

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco, California

Binding Margin

C.S.-190-B

DETAIL OF BILL COLLECTIBLE

Sheet No.

Dept. No. I 361

Payor [illegible]

Audit No.

400359

February 1925					
Section 74					
Remove portion of Valley Petroleum spur	[illegible]	[illegible]		14 20	
Remove portion of Shell Oil Co. spur	[illegible]	[illegible]		15 21	
March 1925					
Section 79					
Remove portion Shell Oil Co. spur	24 [illegible]	450.74	"	10 92	
Surface Shell Oil Co. spur	[illegible]	[illegible]	"	19 93	
September 1925					
Signal Department					
S-16 Insulated joint and repair	91 [illegible]	[illegible]		17 43	
	[illegible]	[illegible]	"	16 28	
				95 87	
Plus 4% Workmen's Compensation Insurance				3 83	
Plus 1% Supervision				2 59	109 29
Material					
40 Ft. trucking		1 52 C		1 41	
45 Ft. trucking		1 [illegible]		54	
70 Ft. rail		30 00 M'		2 80	4 75
Rental of equipment used by Signal Department					4 85
					$ 118 89

Binding Margin

FORM S-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 9th, 1935

IN REPLY PLEASE REFER TO FILE NO.

Eclefsen-Weygandt Co., Contractors
N. Peninsular & Columbia Blvd.
Portland, Oregon

Dear Sirs:

Herewith please find five copies of agreement to cover the additional compensation, in the amount of $330 for maintaining the detour on the Newberg-Nehalem Creek Section of the West Side Pacific Highway.

This agreement has been made in conformity to the action of the Commission, in which they expressed themselves as agreeable to the payment of this amount towards the maintenance of the detour for the additional time. If this be satisfactory, will you kindly execute all the copies.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: R. H. Baldock

FORM S-A-1 6M 9-55

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 22, 1955

IN REPLY PLEASE
REFER TO FILE No.

NOTED

State Highway Engineer

Mr. W. E. Chandler
Division Engineer
O f f i c e

Dear Sir:

I have requested Mr. Devers to draw up an agreement pertaining to the settlement with Edlefsen-Weygandt on the Newberg-Chehalem Creek Section in lieu of your price agreement which you recently submitted.

It has been Mr. Baldock's policy to have special agreements drawn up by the legal department to cover these settlements, and I do not believe your form of price agreement clearly covers the situation or would be in line with Mr. Baldock's instructions.

I will hold the price agreement in this office pending final settlement of the matter.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-A-1 6M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 22, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. J. M. Devers
Attorney
O f f i c e

NOTED
State Highway Engineer

Dear Sir:

The State Highway Commission at its last meeting recommended the payment of $330 to Edlefsen-Weygandt Co. in settlement of their request for extra compensation for the maintenance of the detour on the Newberg-Chehalem Creek Section of the West Side Pacific Highway.

Their request for additional compensation was based upon the fact that the Highway Commission could not do the oiling as soon as the contractor would have reasonable expected it to be oiled when he prepared his bid. Their original bill was for 443,00 gallons at $2.00 per M-gals., $886.80. The Highway Department and the contractors accepted a compromise amount of $330. Will you kindly draw up an agreement to cover the payment of the latter sum.

The final estimate is awaiting payment to these contractors, and I would appreciate it if I could have this agreement as soon as possible.

I am attaching correspondence

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock
W. E. Chandler

52 A 10

November 18, 1935.

Fidelity & Deposit Co. of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1719, for the construction of the Newberg-Chehalem Creek Section of the West Side Pacific Highway in Yamhill County has been completed by the contractors Edlefsen-Weygandt Co., Columbia Blvd. & N. Calvert Ave., Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after November 27, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $29,555.48, including the final payment. Of this amount $36.19 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

52 a B

November 14, 1935

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

The State Highway Commission had under consideration at its last meeting the claim of Edlefsen-Heygandt Company for reimbursement for the unusual cost of sprinkling the detour on the Newberg-Chehalem Creek Section of the West Side Pacific Highway.

The Commission approved the payment of $330 to Edlefsen-Heygandt Company, as recommended by you in your letter of November 4.

Very truly yours,

State Highway Engineer

HBG:MBL

cc - W E Chandler
F D Eason

file/ print to Lowe 11/22/35

...RYLAND
By ...

For Com. meeting

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

I STATE HIGHWAY COMMISSION

SALEM

November 4, 1935

IN REPLY PLEASE
REFER TO FILE NO.

neer

please find correspondence bearing on the request
ndt, contractors, for reimbursement for the unusual
the detour on the Newberg-Chehalem Creek section of
ic Highway. You requested that this information be
mmission prior to taking any action on the same.

The contract with Edlefsen & Weygandt provided that the Highway Commission would oil the detour at any time after Maylst, 1935, that would suit the convenience of the Highway Commission. While this clause may protect the commission against any legal obligation in connection with the sprinkling, still it is my opinion that the contractor was required to maintain the road for a much longer time than he could have anticipated when he prepared his bid. I believe that the oiling was first delayed because of the desire to coordinate it with other oiling in Washington County, and after that there was some delay due to non-delivery of the gravel. The contractor anticipated that the road would be oiled on May 15th, whereas, it was June 4th, before this work was done. The cost of this extra blading and sprinkling amounted to $582.72.

Mr. Chandler estimates that the additional sprinkling and blading saved the State approximately $200 in the eventual maintenance of the detour and that the highway department made $130 on the prices charged the contractor. Therefore, he recommends an adjustment of $330 as a liberal allowance to the contractor for the delay on this work.

It is my recommendation that this amount be allowed as I believe the contractor could not have anticipated such an unusual delay in this bid item, and it is very desirable that we secure the lowest bids possible.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

...PORTLAND
...NDLETON
...WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 4, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Herewith please find correspondence bearing on the request of Edlefsen & Weygandt, contractors, for reimbursement for the unusual cost of sprinkling the detour on the Newberg-Chehalem Creek section of the West Side Pacific Highway. You requested that this information be presented to the commission prior to taking any action on the same.

The contract with Edlefsen & Weygandt provided that the Highway Commission would oil the detour at any time after May 1st, 1935, that would suit the convenience of the Highway Commission. While this clause may protect the commission against any legal obligation in connection with the sprinkling, still it is my opinion that the contractor was required to maintain the road for a much longer time than he could have anticipated when he prepared his bid. I believe that the oiling was first delayed because of the desire to coordinate it with other oiling in Washington County, and after that there was some delay due to non-delivery of the gravel. The contractor anticipated that the road would be oiled on May 15th, whereas, it was June 4th, before this work was done. The cost of this extra blading and sprinkling amounted to $582.72.

Mr. Chandler estimates that the additional sprinkling and blading saved the State approximately $200 in the eventual maintenance of the detour and that the highway department made $130 on the prices charged the contractor. Therefore, he recommends an adjustment of $330 as a liberal allowance to the contractor for the delay on this work.

It is my recommendation that this amount be allowed as I believe the contractor could not have anticipated such an unusual delay in this bid item, and it is very desirable that we secure the lowest bids possible.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

Form 238—5M—8-34

57-A.B

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 2-[illegible]-19[illegible], 1935

Section Newberg-Che[illegible]

Highway West Side [illegible]

Contractor [illegible]

Date of contract Feb 26, 1935

Date work started March 8, 1935

Amount of contract . . . . . $ 21,46[illegible]

Kind of work Grading & Paving

Section prefix 26-1102

Contract number 179

Date of completion Nov. 30, 1935

Estimated date of completion Nov 30, 1935

Per cent of time elapsed ____%

Estimated cost of completed project, exclusive of engineering . . . . . $ 64,465.75

Per cent of contract completed, based on total contract price . . . . . [illegible]%

Engineering costs to date, $ [illegible], [illegible]%

Date project was completed Nov 30, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible]

OCT 21 1935

Signed [illegible]

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.38				.38
Miles partially completed					
Miles completed	.38				.38
Total estimated quantities					
Estimated quantities moved or placed to date	4[illegible]				671.49
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	[illegible]		
Monday	"		
Tuesday	Showers		
Wednesday	[illegible]		
Thursday	Fair		
Friday	"		
Saturday	"		

FORM A-3-1 83490 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

October 15, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

Attention: Mr. H. G. Smith.

Dear Sir:

According to Mr. Clymer's report, the cost of sprinkling the detour on the Newberg-Chehalem Creek Section done by Edlefsen & Feygandt, contractors, was $444.28, and the grader work was $138.50, a total of $582.78. This amount was spent after May 15, the time the detour was ready for oiling, according to the resident engineer, Harry Broadwell.

We originally intended to do this oiling the first thing, as soon as the plant left the Shops. This date was May 22. The last minute, the Bureau of Public Roads did not want to change from road oil No. 3 to Gasco. Only 4,000 gallons was required, so we had to work this in with work that was done for Washington County. There was some delay in ordering oil, as the Washington County work had not been entirely approved. Other work was started before this where Gasco was to be used. The time of May 22 as starting date was delayed to June 4.

The state oiling crew made $130.00 on the prices as set forth in the contract.

The large amount of sprinkling and blade work done by the contractors between May 15 and June 4 undoubtedly saved the State money for maintenance after the oil was laid on the detour. According to the contract, the State has to maintain the detour after it was oiled. A reasonable estimate could have been around $200.00 for approximately three months, the time the detour was in use. I believe the contractors should be credited with saving this much maintenance. In addition to this I would recommend allowing him the $130.00 the State made on the job, making a total adjustment of $330.00. This, out of the total $582.78, would leave $253.78 for the contractors to profit.

On a contract such as this the contractor can't expect to have an oil crew ready to do the work at just the right time. The contractors must have considered the State's oiling crew in their bid. The State in no way made

Mr. R. H. Baldock October 15, 1935.

a guarantee of just when they could do the work, and was to be done by them only if the contractor could not make any other arrangements, and at the convenience of the State any time after May 1. It was not convenient for the State to send the crew out till May 22, due to weather and other reasons. The oiling was actually done June 4.

It is my opinion that the contractors' attention was particularly called to an indefinite period of maintenance that could be expected, as the following paragraph is mentioned under "Schedule of Performance":

> "Particular attention shall be given to the expediting of the widening, reshaping, resurfacing and oiling of the detour road. Contractors bidding on the new bridge structure at the main highway crossing of Chehalem Creek are bidding with the understanding that traffic is to be detoured over the county road not later than May 15th, 1935, and the traffic will be so detoured. The contractor will, therefore, be required to complete the widening, reshaping and resurfacing of the detour road by not later than May 1, 1935, and to complete the oiling work as soon thereafter as weather conditions will permit."

I believe, therefore, that the adjustment, as stated above, of $330.00 to be fair.

I am attaching the Edlefsen-Keygandt Company's letter of March 30, 1935, requesting that the State do the oiling, and the Department's answer, also copy of "Conditions Under Which State Will Do Oiling Work."

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

WEC:AM
cc R. H. Baldock

FORM S-A-1 SM 9-35

COMMISSIONERS
HENRY P. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY COMMISSION

SALEM

October 5, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Ore.

Dear Sir:

Please refer to Mr. Clymer's report on the cost of watering on the Newberg-Chehalem Creek Section which was made in response to your letter of September 23rd.

It was my impression that this oiling was not carried out with due diligence and that the contractor has a reason to feel aggrieved at the unnecessary expense he was put to. We expect contractors to make a reasonable bid and when we offer to cooperate should so carry on our portion of the work as to put them to no unnecessary expense.

We did not agree in our contract to any specific date and therefore are fully legally protected and I am not familiar with any of the reasons for the great delay in oiling, therefore recommendation concerning this claim should come from you, with full explanations of your reason for making same.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

5-2-0

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 2, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRH 52-A (1935). Chehalem Creek Unit, Newberg-West Dayton Sec., West Pacific Hwy., was made by a representative of this office on September 27, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Jsm

52 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 2, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRM 52-B (1935), West Newberg Sec., West Side Pacific Hwy., Yamhill County, was made by a representative of this office on September 27, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Chufield
L. J. Chufield
Highway Engineer

Jon

J 2 a

#1718

September 26, 1935.

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agent
Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1718 for the construction of the Bridge over Chehalem Creek near Newberg on the West Side Pacific Highway in Yamhill County, has been completed by the contractors, C. J. Montag & Sons, Couch Building, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after October 7, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $43,982.24, including the final payment. Of this amount $25.34 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-A-1 31940 2M 8-35

COMMISSIONERS
HENRY P. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

5213

OREGON STATE HIGHWAY COMMISSION

SALEM

September 25, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. H. Clymer,
Cost Analyst,
Salem, Ore.

Dear Sir:

Edlefsen-Weygandt have submitted a bill for watering on the detour for the Newberg-Chehalem Creek Section on the ground that the Maintenance Department delayed the oiling beyond a reasonable time. Their claim is based upon $2.00 per M-gal supplied or 633 loads water at 700 gals. per load = 443,100 gals.

Mr. Chandler advised that the detour was ready for oiling on May 15th, but was not oiled until June 4th, but that water was used from April 25th to May 15th in reshaping and preparing the detour.

Will you please check over the contractor's books to find out the actual cost of this watering between April 25th and May 15, and also whether or not the 443,100 gals. were used during that time. Also find out if the contractor's books check these various dates. This is merely preliminary to answering their claim. We have not decided whether we have any obligation under our contract to make any payment so do not make any admissions of liability.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. G. Smith
H.

CC to
R.H. Baldock

FORM S-S-1 21040 500 8-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

September 3, 1935.

IN REPLY PLEASE REFER TO FILE NO.

36-1102

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

Attention: Mr. H. G. Smith.

Dear Sir:

I am attaching hereto a claim from the Eilefsen-Roygandt Company, amounting to $886.20, for the application of water on the detour in connection with their contract No. 1719, Newberg-Chehalem Creek Section of the West Side Pacific Highway.

The specifications cover the maintenance of the detour up to the time it is oiled. After this time, it is to be taken care of by the State. There is no direct reference to sprinkling being required in maintaining the detour after it is constructed. There is, however, a reference concerning watering on the construction of the rock surfacing. Sprinkling was specified in this shoulder construction.

The oiling was done by the Highway Department at the direct request of the contractor. This could not be done at the time the detour was ready for oiling, which was about May 15, and the actual oiling was not done until June 4. The last of the rock was spread on the detour on April 23, and the first water applied on April 25. There is no question but what considerable of this water was applied to keep down the dust. Whether this can be taken in as included in the maintaining of the detour is a question.

It would appear that $886.20 is rather a high cost for watering on this detour. While it might be construed that this was called for, it seems apparent to me that a contractor's estimate would not figure on this amount of sprinkling. I would recommend that this claim be given further consideration, but first I would recommend having Eddie Clymer check over the actual cost of the watering and divide this cost between the dates of April 25 and May 15, and between May 15 and June 4.

Yours very truly,

WEC:AM
cc R. H. Baldock

WM. E. CHANDLER,
Division Engineer.

5213

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

September 20, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to intermediate voucher for Oregon U.S.Public Works project NRM 52-B (1935), covering period from July 16, 1935, to August 15, 1935, submitted in amount of $5,098.97.

Attention is called to the error in the extension of 900 Yard-miles of truck haul at 12¢. This should be $108.00 instead of $72.00. The correct figure was taken up in the total. The voucher was recommended for payment in the amount submitted.

Very truly yours,

W. H. LYNCH

W. H. LYNCH
District Engineer

For

5 2 a

124

CROSS REFERENCE SHEET

Name or Subject Chelam Creek bridge
Contract No. 1718

File No.

Regarding Financial Statement on Contract

Date July 30, 1935

SEE 38 C

Name or Subject

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE"

Library Bureau

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For use in Library Bureau Filing Systems

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
JUL
STATE HIGHW

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon ~~NRM 52-B (1935)~~
" NRH 52-A (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

July 3, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-Aid~~ projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

PR 52-A

Aug. 14122

Form P. R. 2

State Oregon

U. S. Public Works Highway Project No. [redacted] 52 Sec. A (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5513

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No.67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 22nd day of November, 1934, a revised project statement, which was approved by the Secretary on the 15th day of December, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

sixty-three thousand, seven hundred eight and 54/100

dollars ($ 63,708.54) as the share of the United States payable under said act on account of Section A of said project, which is ~~does not exceed the authorized Federal appropriation for the share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 12+75.5 at the west city limits of Newberg and Survey Station 28+00; all in the NW 1/4 of Sec. 19, T3S, R 2 W, W.M.

, length 0.288 of a miles, in Yamhill County, being Section A of Oregon U.S. Public Works Hwy. project No. NRH 52 / 1935, consisting of 0.134 of a miles of roadway and 1 bridge, each of more than 20 feet clear span, 0.154 of a mile in length.; known locally as Chehalem Creek Unit of the Newberg-West Dayton section of the West Side Pacific Highway between official control points, Portland and McMinnville.

8 5518

RECEIVED
DEPARTMENT OF AGRICULTURE

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of sixty-three thousand, seven hundred eight and 54/100 dollars ($ 63,708.54), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of

the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chap. 41, laws 1927
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

RECEIVED ... DEPARTMENT OF AGRICULTURE

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of June, 1934.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

By C. Washburne
Member, State Highway Commission
(Title of officer)

By .....

(Title of officer)

By .....

(Title of officer)

SECRETARY OF AGRICULTURE,

By .....
Acting Chief, Bureau of Public Roads.

S-5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Hwy. Project No. NRH 52-A (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $63,708.54 as the total estimated cost of said project, and the sum of $63,708.54 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 22d day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 9—4930

PR 52-B

Hwy 25611

Form P. R. 2

State Oregon

U. S. Public Works Highway Project No. NRM 52 Sec.B (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 22d day of November, 1934, a revised project statement, which was approved by the Secretary on the 15th day of December, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

eighteen thousand, five hundred seventy-nine and 15/100

dollars ($ 18,579.15) as the share of the United States payable under said act on account of Section B of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 0+74.6 at the intersection of First Street and Harrison Street, and Survey Station 12+75.5 at the west city limits of Newberg, all within the city limits of Newberg.

, length 0.227 of a mile, in Yamhill County, being Section B of Oregon U.S. Public Works Hwy. project No. NRM 52 (1935), consisting of 0.227 of a miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~, known locally as West Newberg section of the West Side Pacific Highway, between official control points, Portland and McMinnville.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of eighteen thousand, five hundred seventy-nine and 15/100 dollars ($18,579.15), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ~~dollars ($ is~~, the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(include reference to statute authorizing

Chap. 41, laws 1927; Chap. 88, laws 1931
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of June, 19[illegible]

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission.
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By E. D. Eachbrun
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S 5313

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Highway Project No. NRM 52-B (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 18,579.15 as the total estimated cost of said project, and the sum of $ 18,579.15 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this 22d day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4630

RECEIVED
MAY 24 1937
FOR FILING
IN YOUR REPLY PLEASE REFER TO FILE NO. 52-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

June 3, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon U.S.Public Works highway projects NRH 52-A (1935) and NRS 244-A (1935), which provide in the special provisions for oiling by the State at prices stipulated in those provisions.

In this connection attention is called to our letter of April 24, 1935, stating that no Federal funds could be used for rental or depreciation of State, County, city or other publicly-owned equipment, used on a force account project or rented to a contractor.

On all projects where work is done by State Forces, whether for the contractor or not, it will not be permissible to include directly or indirectly such rental or depreciation. It will also be necessary to comply with all requirements of the special provisions as to hiring of labor, hours of work, wages, etc.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

REFERRED TO
Public

Construction
Contracts & Agreements
General

5208

May 2, 1935

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sirs

I think that it is your desire to take up with the Highway Commission the enclosed request of the Edlefsen-Weygandt Company for advance payment of freight on gravel used in the Newberg-Chehalem Creek Project.

The privilege which they are requesting was granted to the United Contracting Company in connection with the Albany-Tangent job, and to Theodore Arens in connection with the Rice Hill Project.

My recommendation is that the request be granted in this instance. Adoption of a policy might either be considered at this time or left for further discussion. It is not a matter of any considerable importance.

Very truly yours,

Office Engineer

SHP:ER

Encl.

Advise that Freight
will be allowed

Form 338—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 27, 1935

Section Newberg-Dundee

Kind of work Grading & Paving

Highway Pacific

Section prefix 36 P

Contractor Eidemiller & Co.

Contract number 1719

Date of contract Feb 28, 1935

Date of completion Nov 30, 1935

Date work started March 8, 1935

Estimated date of completion Nov 30, 1935

Amount of contract $31,465.75

Per cent of time elapsed 22 %

Estimated cost of completed project, exclusive of engineering $31,465.75

Per cent of contract completed, based on total contract price . . . . . 2 %

Engineering costs to date, $415.31, 21 %

Date project was completed ....., 193....

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished rocking the detour on Tuesday and have been processing and rolling and sprinkling balance of week it is looking very good.

Mixed The Shove from Dundee To The Hutchins Borrow Pit and dug in rock to go.

Tidal marine Small Hoston shovel Station on Excavation Road Widening in Newberg hauling dirt to 8+00 So can get it on Eastbound side and Back borrow from pit on Top. have to dig dirt from bank.

Signed .....

Address .....

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.28				.7
Miles partially completed					
Miles completed					
Total estimated quantities	1700				6850
Estimated quantities moved or placed to date	1000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	12				

Percentages of men employed on contract to be secured from:

..... County, ... %; ..... County, ... %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Y Antrill COUNTY	Mult. COUNTY	Wash. COUNTY	..... COUNTY	OTHER SOURCES		
Men	16	5	2			3	26
Men and teams							
~~Men and~~ trucks under 3 tons						5	
Men and trucks over 3 tons							
~~Men and~~ tractors						1	

Equipment used during week: Shovels 2, Power graders 1, Rollers 1, Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers 1, Sheet-foot rollers ....., 1-60 Blade, 1-Water Wagon

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Fair		
Tuesday	Showers		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

52A

April 17, 1933

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

I have just received a telephone call from Mr. Robert R. McAlpin, Right of Way Engineer of the Portland General Electric Company, Portland, who states that the contractor who has the contract for the construction of the Chehalem Creek Bridge at Newberg has not been very careful in unloading the piling for the structure and in one instance the piling was dumped against one of their power poles causing the pole to lean way out of line and splitting the top of the same. He said it would cost the company $15 or $20 to repair the damage.

Mr. McAlpin asked that the contractor be cautioned to be more careful in his operations, not only to avoid unnecessary expense on their part but also to eliminate any possibility of their wires being broken and causing any one personal injuries. He called my attention to the fact that this is a high-tension pole line carrying 57,000 volts. He also said that their Newberg representative spoke to the man who was unloading the piling about the matter and received a very discourteous response.

It is the intention of the power company to bill the contractor for the damage done to their pole.

Very truly yours,

HBG:AJ

Secretary

cc Mr. McCullough

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Chehalem Creek Section, Project No. NRH 52-A (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [illegible] 52-A (1935)

CHEHALEM CREEK UNIT OF THE

[illegible]-WEST DALTON SECTION OF THE WEST

SIDE PACIFIC HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 2, 1935

All Required		Clearing and Grubbing		$ 111.36
300	cu. yds.	Trench Excavation	$ 0.70	210.00
900	cu. yds.	Excavation, Single Classif.	0.30	270.00
4,700	cu. yds.	Rock Borrow	0.55	2,585.00
2,250	yd. mi.	Truck Haul	0.12	270.00
0.13	mile	Finishing Roadbed and Slopes	175.00	22.75
600	cu. yds.	Extra Expense Furnishing Rock for Topping	0.18	108.00
1,100	lin. ft.	8" Porous Drain Tile	0.30	330.00
40	lin. ft.	12" Concrete Pipe	1.05	42.00
60	lin. ft.	18" Perforated Corrugated Iron Pipe	1.75	105.00
1	only	Concrete Catch Basin	30.00	30.00
200	sq. yds.	Removal of Old Pavement	0.30	60.00
1,650	sq. yds.	Portland Cement Concrete Pavement	1.90	3,135.00
200	lin. ft.	½" Expansion Joints	0.15	30.00
50	lin. ft.	½" Expansion Joints	0.13	6.50
850	lin. ft.	Contraction Joints	0.03	25.50
850	only	Dowels	0.18	153.00
2,500	lbs.	Tie Bars and Reinforcement	0.05	125.00
120	cu. yds.	Lower Course of Cushion	1.60	192.00
60	cu. yds.	Top Course of Cushion	1.60	96.00
250	cu. yds.	3" - 0" Rock in Shoulders and Surfacing	1.60	400.00
150	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	1.90	285.00
30	cu. yds.	Rock Footpaths	1.90	57.00
50	cu. yds.	Filler	0.40	20.00
50	yd. mi.	Hauling Filler	0.15	7.50
		Sub-total		$ 8,676.61
		10% Engr. & Cont.		867.66
		Total		$ 9,544.27

CHEHALEM CREEK BRIDGE

Structure

7,300	lin. ft.	Treated Piling	$ 1.23	$ 8,979.00
185	M-FBM	Treated Lumber	75.00	13,875.00
620	cu. yds.	Class "D" Concrete	17.00	10,540.00
140,000	lbs.	Metal Reinforcement	0.0375	5,250.00
1,633	lin. ft.	Composite Handrail	2.75	4,496.25
All Required		Removal of Old Bridge	lump sum	500.00
				$ 43,640.25

Detour Road

800	cu. yds.	Excavation, Single Classif.	$ 0.30	$ 240.00
200	yd. stn.	Overhaul	0.02	4.00
250	yd. mi.	Truck Haul	0.12	30.00
1.6	miles	Reshaping Detour Road	175.00	280.00
2,000	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	1.90	3,800.00
200	cu. yds.	Filler	0.40	80.00
200	yd. mi.	Hauling Filler	0.15	30.00
160	cu. yds.	Mineral Aggregate in Place	3.90	624.00
16	tons	No. 3 Road Oil in Place	32.00	512.00
				$ 5,600.00

Sub-total	$ 49,240.25
10% Engr. & Cont.	4,924.02
Total	$ 54,164.27

Length of Roadwork	0.134	mile
Length of Bridge	0.154	"
Total Length	0.288	"
Cost per mile, Roadwork	$ 71,225.90	

Fed Funds Requested:-

Roadwork- -	$ 9,544.27
Bridge- -	54,164.27
	$ 63,708.54

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maint: Chap. 41, Laws 1927

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the West Newberg Section, Project No. NRM 52-B (1935).

The estimate accompanying plans for this project incorrectly gave the item of "Excavation, Single Classification" as "Rock Borrow" and did not include the item of "Concrete Sidewalk" in the work to be done between Sta. 0+74.6 and 3+85. Also, the estimate for work between Sta. 3+85 and 12+75.5 did not include the item of "Catch Basin." These items have been corrected in the agreement estimate.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. MRM 52-B (1935)

WEST MEDFORD SECTION OF THE EAST SIDE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 2, 1935

Portland Cement Concrete Pavement, 60' Roadway
(Sta. 0+74.6 to 3+85)

All Required		Clearing and Grubbing		$ 49.00
30	cu.yds.	Trench Excavation	$ 0.70	21.00
1,200	cu. yds.	Excavation, Single Classif.	0.30	360.00
.06	mile	Finishing Roadbed and Slopes	175.00	10.50
60	lin. ft.	8" Drain Pipe	0.35	21.00
2	only	Concrete Catch Basins	30.00	60.00
110	sq. yds.	Removal of Sidewalks	0.30	33.00
330	lin. ft.	Removal of Curbs	0.05	16.50
1,400	sq. yds.	Removal of Old Pavement	0.30	420.00
520	lin. ft.	Concrete Curbs	0.40	208.00
140	sq. yds.	Concrete Sidewalk	1.45	203.00
3,200	sq. yds.	Portland Cement Concrete Pavement	1.90	6,080.00
200	lin. ft.	½" Expansion Joints	0.15	30.00
600	lin. ft.	¾" Expansion Joints	0.13	78.00
800	lin. ft.	Contraction Joints	0.03	24.00
800	only	Dowels	0.18	144.00
800	lbs.	Tie Bars and Reinforcement	0.05	40.00
250	cu. yds.	Lower Course of Cushion	1.60	400.00
130	cu. yds.	Top Course of Cushion	1.60	208.00
80	cu. yds.	3" - 0" Rock in Shoulders and Surfacing	1.60	128.00
50	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	1.90	95.00
10	cu. yds.	Filler	0.40	4.00
10	yd. mi.	Hauling Filler	0.15	1.50
			Sub-total	$ 8,634.52
			10% Engr. & Cont.	863.45
			Total	$ 9,497.97

Length .059 mile
Cost per mile $ 160,982.54

Portland Cement Concrete Pavement, 20' Roadway
(Sta. 3+85 to 12+75.5)

All Required		Clearing and Grubbing		$ 139.62
230	cu. yds.	Trench Excavation	$ 0.70	161.00
400	cu. yds.	Excavation, Single Classif.	0.30	120.00
3,400	cu. yds.	Rock Borrow	0.55	1,870.00
600	yd. sts.	Overhaul	0.02	12.00
3,400	yd. mi.	Truck Haul	0.12	408.00
.16	mile	Finishing Roadbed and Slopes	175.00	28.00
600	lin. ft.	Rounding Cu banks	0.15	90.00
800	lin. ft.	Extra Expense, Furnishing Rock for Topping	0.18	144.00
60	lin. ft.	12" Concrete Pipe	1.05	63.00
60	lin. ft.	18" Concrete Pipe	1.75	105.00
1	only	Concrete Catch Basin	30.00	30.00
2,000	sq. yds.	Portland Cement Concrete Pavement	1.90	3,800.00
200	lin. ft.	½" Expansion Joints	0.15	30.00
1,100	lin. ft.	Contraction Joints	0.03	33.00
1,100	only	Dowels	0.18	198.00
900	lbs.	Tie Bars and Reinforcement	0.05	45.00
130	cu. yds.	Lower Course of Cushion	1.60	208.00
70	cu. yds.	Top Course of Cushion	1.60	112.00
220	cu. yds.	3" - 0" Rock in Shoulders and Surfacing	1.60	352.00
100	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	1.90	190.00
50	cu. yds.	Rock Footpaths	1.90	95.00
40	cu. yds.	Filler	0.40	16.00
40	yd. mi.	Hauling Filler	0.15	6.00
			Sub-total	$ 8,255.62
			10% Engr. & Cont.	825.56
			Total	$ 9,081.18

Length 0.168 mile
Cost per mile $ 54,054.64

RFC Funds Requested:-

60' Roadway- $ 9,497.97
40' Roadway- 9,081.18

$ 18,579.15

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 88, Laws 1931

F2A

April 3, 1933

Ellefsen-Waygandt Company
P. O. Box 3626
Portland, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of March 30th, relating to your contract for the grading and paving of the Newberg-Chehalem Creek Section of the West Side Pacific Highway, and accepting the State Highway Commission's offer to perform oiling work on the detour road as provided for on Sheets 48 and 49 of the special provisions of the contract.

Arrangements will be made for the performance of this work as soon as the resurfacing of the detour is completed and weather conditions will permit.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc H. G. Smith
J. H. Bishop
F. D. Mason

...SEN
PRESIDENT

GORDON WEYGANDT
MANAGER

Edlefsen-Weygandt Co.

GENERAL
CONTRACTING

POST OFFICE BOX
NO. 5626

COLUMBIA BLVD. & N. CALVERT AVE
NEAR PENINSULAR AVE.
PORTLAND, OREGON

March 30, 1935

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

Relative to the oiling of the detour road on the project known as the Newberg-Chehalem Creek Section of the West Side Pacific Highway, we wish to accept the Oregon State Highway Commission's offer to do this oiling under provisions and prices as stated in our contract on pages 48 and 49, paragraph: Conditions Under Which State Will Do Oiling.

Yours respectfully,

EDLEFSEN-WEYGANDT CO.

Gordon Weygandt

Gordon Weygandt, Mgr.

GW:EJ

REFERRED TO
Herbert
...State Highway Engineer
Please acknowledge
receipt and advise
D Bishop

March 21, 1935

C . J. Montag & Sons
Couch Building
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1718 awarded to you on February 28, 1935, for the construction of a bridge over Chehalem Creek near Newberg, on the West Side Pacific Highway in Yamhill County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRH 52-A (1935), grading and paving on the Chehalem Creek Unit of Newberg-West Dayton section of the West Side Pacific Highway, to Edlefsen-Weygandt Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRH 52-A (1935), Chehalem Creek bridge on the West Side Pacific Highway near Newberg, to C. J. Montag & Sons, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRH 52-B (1935), West Newberg section of the West Side Pacific Highway, to Edlefsen-Weygandt, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works highway project NRM 52-B (1935), the West Newberg section of the West Side Pacific Highway, have today been recommended for approval. This is your authority for advertising.

As per telephone conversation with Mr. Probert, revised prints should be submitted showing rock footpaths instead of oiled footpaths.

We should have copies of city resolution covering encroachments when the project agreement estimate is submitted.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

February 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the West Newberg Section, Project No. NEM 52-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 52-B (1935)

WEST BEDROCK SECTION OF THE WEST SIDE

PACIFIC HIGHWAY IN YAMHILL COUNTY

(Estimate with plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 11, 1935

Portland Cement Concrete Pavement, 60' Roadway
(Sta. 0+74.6 to 3+85)

All Required		Clearing and Grubbing		$ 50.00
30	cu. yds.	Trench Excavation	$ 1.00	30.00
1,200	cu. yds.	Rock-Borrow Exc. Sub-grade	0.60	720.00
.36	mile	Finishing Roadbed and Slopes	200.00	12.00
60	lin. ft.	8" Drain Pipe	0.70	42.00
2	only	Concrete Catch Basins	20.00	40.00
110	sq. yds.	Removal of Sidewalks	0.20	22.00
330	lin. ft.	Removal of Curbs	0.10	33.00
1,400	sq. yds.	Removal of Old Pavement	0.30	420.00
140 520	lin. ft.	Concrete Curbs Integral with Slab	0.40	208.00
3,200	sq. yds.	Portland Cement Concrete Pavement	2.00	6,400.00
200	lin. ft.	½" Expansion Joints	0.20	40.00
600	lin. ft.	¾" Expansion Joints	0.15	90.00
800	lin. ft.	Contraction Joints	0.05	40.00
800	only	Dowels	0.20	160.00
800	lbs.	Tie Bars and Reinforcement	0.06	48.00
250	cu. yds.	Lower Course of Cushion	2.00	500.00
130	cu. yds.	Top Course of Cushion	1.00	130.00
80	cu. yds.	3" - 0" Rock in Shoulders and Surfacing	1.80	144.00
50	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	2.00	100.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
			Sub-total	$ 9,236.00
			10% Engr. & Cont.	923.60
			Total	$ 10,159.60

Length .059 mile
Cost per mile $ 172,196.61

Portland Cement Concrete Pavement, 20' Roadway
(Sta. 3+85 to 12+75.5)

All Required		Clearing and Grubbing		$ 150.00
230	cu. yds.	Trench Excavation	$ 1.00	230.00
400	cu. yds.	Excavation, Single Classif.	0.35	140.00
3,400	cu. yds.	Rock Borrow	0.60	2,040.00
600	yd. sta.	Overhaul	0.03	18.00
3,400	yd. mi.	Truck Haul	0.15	510.00
.16	mile	Finishing Roadbed and Slopes	200.00	32.00
600	lin. ft.	Rounding Cutbanks	0.10	60.00
800	lin. ft.	Extra Expense Furnishing Rock for Topping	0.20	160.00
60	lin. ft.	12" Concrete Pipe	1.50	90.00
60	lin. ft.	18" Concrete Pipe	2.50	150.00
2,000	sq. yds.	Portland Cement Concrete Pavement	2.00	4,000.00
200	lin. ft.	½" Expansion Joints	0.20	40.00
1,100	lin. ft.	Contraction Joints	0.05	55.00
1,100	only	Dowels	0.20	220.00
900	lbs.	Tie Bars and Reinforcement	0.06	54.00
130	cu. yds.	Lower Course of Cushion	2.00	260.00
70	cu. yds.	Top Course of Cushion	1.00	70.00
220	cu. yds.	3" - 0" Rock in Shoulders and Surfacing	1.80	396.00
100	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	2.00	200.00
50	cu. yds.	Rock Footpaths	2.00	100.00
40	cu. yds.	Filler	0.50	20.00
40	yd. mi.	Hauling Filler	0.20	8.00
			Sub-total	$ 9,003.00
			10% Engr. & Cont.	900.30
			Total	$ 9,903.30
		Length	0.168 mile	
		Cost per mile	$ 58,948.21	

BPR Funds Requested:

60' Roadway- - - - - - - - - - - - - - - - - - - -	$ 10,169.50
40' Roadway- - - - - - - - - - - - - - - - - - - -	9,903.30
	$ 20,062.90

February 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Chehalem Creek Unit, Project No. NEH 52-A (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 52-A (1935)

CHEHALEM CREEK UNIT OF THE

NEWBERG-WEST DAYTON SECTION OF THE WEST

SIDE PACIFIC HIGHWAY IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 11, 1935

All Required		Clearing and Grubbing		$ 300.00
300	cu. yds.	Trench Excavation	$ 1.00	300.00
900	cu. yds.	Excavation, Single Classif.	0.35	315.00
4,700	cu. yds.	Rock Borrow	0.60	2,820.00
2,250	yd. mi.	Truck Haul	0.15	337.50
0.13	mile	Finishing Roadbed and Slopes	200.00	26.00
600	cu. yds.	Extra Expense Furnishing Rock for Topping	0.20	120.00
1,100	lin. ft.	8" Porous Drain Tile	0.60	660.00
40	lin. ft.	12" Concrete Pipe	1.50	60.00
60	lin. ft.	18" Perforated Corrugated Iron Pipe	2.50	150.00
1	only	Concrete Catch Basin	20.00	20.00
200	sq. yds.	Removal of Old Pavement	0.30	60.00
1,650	sq. yds.	Portland Cement Concrete Pavement	2.00	3,300.00
200	lin. ft.	¾" Expansion Joints	0.20	40.00
50	lin. ft.	½" Expansion Joints	0.15	7.50
850	lin. ft.	Contraction Joints	0.05	42.50
850	only	Dowels	0.20	170.00
2,500	lbs.	Tie Bars and Reinforcement	0.06	150.00
120	cu. yds.	Lower Course of Cushion	2.00	240.00
60	cu. yds.	Top Course of Cushion	1.00	60.00
250	cu. yds.	3" - 0" Rock in Shoulders and Surfacing	1.80	450.00
150	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	2.00	300.00
30	cu. yds.	Rock Footpaths	2.00	60.00
50	cu. yds.	Filler	0.50	25.00
50	yd. mi.	Hauling Filler	0.20	10.00
		Sub-total		$ 10,023.50
		10% Engr. & Cont.		1,002.35
		Total		$ 11,025.85

CHEHALEM CREEK BRIDGE

Structures

7,300	lin. ft.	Treated Piling	$ 0.90	$ 6,570.00
~~335~~	M-FBM	Treated Lumber	90.00	~~30,150.00~~
620	cu. yds.	Class "D" Concrete	20.00	12,400.00
140,000	lbs.	Metal Reinforcement	0.05	7,000.00
1,636	lin. ft.	Composite Handrail	3.50	5,726.00
All Required		Removal of Old Bridge		1,000.00
				~~$ 62,846.00~~

Detour Road

800	cu. yds.	Excavation, Single Classif.	$ 0.35	$ 280.00
200	yd. sta.	Overhaul	0.03	6.00
250	yd. mile	Truck Haul	0.15	37.50
1.6	miles	Reshaping Detour Road	50.00	80.00
2,000	cu. yds.	1½" - 0" Rock in Shoulders and Surfacing	2.00	4,000.00
200	cu. yds.	Filler	0.50	100.00
200	yd. mi.	Hauling Filler	0.20	40.00
160	cu. yds.	Mineral Aggregate in Place	4.00	640.00
16	ton	No. 3 Road Oil in Place	35.00	560.00
				$ 5,743.50

Sub-total	$ 68,589.50
10% Engr. & Cont.	6,858.95
Total	$ 75,448.45

Length of Roadwork	0.134 mile
" " Bridge	0.154 "
Total Length	0.288 "
Cost per mile, Roadwork	$ 82,282.46

NRH Funds Requested

Roadwork- - - - - - - - - - - - - - - - - -	$ 11,025.85
Bridge- - - - - - - - - - - - - - - - - - -	75,448.45
	$ 86,474.30

5206

IN YOUR REPLY PLEASE
REFER TO FILE No.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

November 24, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of plans for the Chehalem Creek Bridge, West Side Pacific Highway. These plans have been reviewed and they meet with our approval.

In addition to the proposal form and estimate, we will need grading plans showing the alignment in the vicinity of the bridge, and a title sheet.

We note that cast iron separators are used to separate the stringers on this treated timber construction. We believe that better construction will result if the separators are eliminated and the stringers placed against each other at supports. The elimination of these will save considerable expense and we do not see any advantage of them for treated timber construction, as circulation of air around the timber is not required. It is suggested that these separators be eliminated on all of the standard plans used for treated timber construction.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

November 5, 1954

Mr. L. F. Field
Newberg
Oregon

Dear Sir:

I have referred your communication of November 1, relative to the lack of draining ditches along the right of way of the new bridge at Newberg, to our Bridge Engineer Mr. C. B. McCullough.

Very truly yours,

State Highway Engineer

HBB:AJ

cc Mr. McCullough

cc Mr. Bishop

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No. Ore. U.S.P.W. NRM 52 & NRH 52

POST OFFICE BUILDING
PORTLAND, OREG.

May 31, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jron

Hwy-19512

(19512)

Form P. R. 2

State Oregon

U.S.Public Works Project No. [redacted]-52.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of April, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 8th day of March, 19 21, a project statement, which was approved by the Secretary on the 4th day of April, 19 21, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section of~~ said project which were recommended for approval by the United States District Engineer on the 13th day of December, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

eleven thousand, five hundred seventy-eight and 60/100

dollars ($ 11,578.60) as the share of the United States payable under said act on account of ~~Section of~~ said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ...under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources .....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between ...survey station 107+00 in the SE¼ of Section 25, T 3 S., R 3 W. and survey station 138+50 in the NE¼ of Section 35, T 3 S., R 3 W., W.M., all with the city limits of Dundee

..., length 0.596 of a miles/in ...Yamhill... County, being Section ~~xxxxxxxxxxxxxxx~~ Oregon U.S.Public Works project No. ...NRM-52..., consisting of 0.596 of a miles/of roadway and ...no... bridges, each of more than 20 feet clear span, ... of a mile in length ~~xxxxxxxxxxxxxxx~~ known locally as the Dundee Unit of the Newberg-West Dayton Section of the West Side Pacific Highway between official control points Portland and McMinnville.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~[illegible]~~ said project shall not in any event exceed the sum of eleven thousand, five hundred seventy-eight and 60/100 dollars ($11,578.60), certified to the Secretary of the Treasury as above mentioned, which ~~does~~ ~~not exceed the authorized Federal pro rata share of~~ ~~[illegible]~~ dollars ($~~[illegible]~~ is ~~[illegible]~~), the approved total estimated cost of ~~[illegible]~~ said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than ~~[illegible]~~ clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 18 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By [signature]

Acting Chief, Bureau of Public Roads

Form PR. 3 -Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify--

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. [redacted], State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 11,575.60 as the total estimated cost of said project, and the sum of $ 11,575.60 as the share of the United States, payable under said acts on account of such project, which is the [redacted] total estimated cost.

Done at the city of Washington, this 18 day of May one thousand nine hundred and Thirty-four

Secretary of Agriculture

[redacted]

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

By L. A. Wilson
Acting Chief, Bureau of Public Roads

Hyp. 14122

Form P. R. 2

State Oregon

U.S.Public Works Project No. IRH-52.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Jeon

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of April, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 8th day of March, 1921, a project statement, which was approved by the Secretary on the 4th day of April, 1921, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for [redacted] Section of said project which were recommended for approval by the United States District Engineer on the 13th day of December, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

fifty-eight thousand, two hundred seven and 05/100

dollars ($ 58,207.05) as the share of the United States payable under said act on account of [redacted] Section 1a of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ...under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources .....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between ...survey station 75+50 in the NW¼ of Section 25, T 3 S, R 3 W, W.M., and survey station 317+00 in the NE¼ of Section 9, T 4 S, R 3 W, W.M., (excepting therefrom the portion between survey stations 85+90 and 160+00, 175+44.4 and 223+35 and between survey stations 250+50 and 281+50, respectively) ....., length 1.730 miles, in Yamhill County, being Section ~~of~~ Oregon U.S.Public Works project No. NRH-52, consisting of 1.730 miles of roadway and no bridges, ~~rank~~ of more than 20 feet clear span, ~~of a mile in length~~ known locally as the Newberg-West Dayton Section of the West Side Pacific Highway between official control points Portland and McMinnville.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of fifty-eight thousand, two hundred seven and 05/100 dollars ($ 58,207.05), certified to the Secretary of the Treasury as above mentioned, which [illegible] the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927, and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 18 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By _____
Acting Chief, Bureau of Public Roads

Form PR. 3--Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon U. S. Public Works for the construction of a highway designated in the records of this Department as Project No. 1 NRH-52, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 58,207.05 as the total estimated cost of said project, and the sum of $ 58,207.05 as the share of the United States, payable under said acts on account of such project, which is the pro rata share of said total estimated cost.

Done at the city of Washington, this 18 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

U. S. GOVERNMENT PRINTING OFFICE 1931 8—4829

CWS By T. H. McDonald
Acting Chief, Bureau of Public Roads

April 26, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher, in amount of $7,561.39, for the Newberg-West Dayton Section, Project No. E 52.

Due to adverse weather conditions at the time the work was performed, it appeared desirable to eliminate a portion of the proposed work where it was necessary to disturb the existing pavement and cause inconvenience to traffic. Accordingly, certain sections were eliminated, as indicated in the statement of constructed lengths, and it is our request that the project be finaled, based on the now completed work and the final voucher approved for payment.

Four copies of a summary of federal aid work on the project, are likewise enclosed herewith.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

January 22, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Newberg-West Dayton Section, Projects No. NRH and NRM 52. Five blueprint copies of the plan title sheet, revised to show the limits of Project 52, E-52, NRH and NRM 52, are being sent under separate cover.

Several minor corrections of the station to station tabulation given in the previous estimate, have been necessary, station limits 175+44.0 and Station 223+34.1 being corrected to read Station 175+44.4 and Station 223+35.0.

The length of the NRH project, given in your letter of December 13th as 1.730 miles, is correct.

With reference to the comments made in the last paragraph of your letter, concerning maintenance of the NRM Project, we wish to advise that maintenance of that project will be performed and paid for by the State.

The resolution concerning encroachments, passed by the city authorities of Dundee in connection with Project E-52, likewise, covers Project NRM 52.

The Station 325+12.1, appearing in the special provisions, is the result of carrying the stationing across the equation 323+46.8= 343+15.5, which station is the south end of Project 52. This results in a non-participating section 165.3 feet in length.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department — National Recovery Project

REDDING-TEST PATTON SECTION OF THE

WEST SIDE PACIFIC HIGHWAY IN TAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 18,1934

NATIONAL RECOVERY PROJECT NO. NRR-52

20' Portland Cement Concrete Pavement
(Sta. 75+50 to 88+90) (Sta. 160+00 to 175+44.4)
(Sta. 223+35.0 to 250+50) (Sta. 281+50 to 317+00)

4,350	cu. yds.	Excavation, Single Classification	$ 0.35	$ 1,522.50
2,040	yd. mi.	Truck Haul	0.15	306.00
2,800	sq. yds.	Removal of Old Pavement	0.35	980.00
21,400	" "	Portland Cement Concrete Pavement	1.83	39,162.00
1,930	lin. ft.	Expansion Joints	0.20	386.00
11,700	" "	Contraction Joints	0.03	351.00
8,750	lbs.	Tie Bars and Reinforcement	0.05	437.50
1,250	only	Dowel Bars	0.18	225.00
1,950	cu. yds.	Lower Course Cushion	1.65	3,217.50
630	" "	Top Course Cushion	1.65	1,039.50
2,010	" "	Bottom Course Rock Shoulders	1.55	3,115.50
1,080	" "	Top Course Rock Shoulders	1.65	1,782.00
310	" "	Filler	0.35	108.50
680	yd. mi.	Hauling Filler	0.15	102.00
230	lin. ft.	6" Perous Drain Tile	0.35	80.50
50	cu. yds.	Gravel or Crushed Rock Backfill	2.00	100.00
			Sub-total	$ 52,913.50
			10% Engr. & Cont.	5,291.55
			Total	$ 58,207.05

Length 1.730 miles
Cost per mile $33,649.69

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM-62

(City of Dundee)

Grade Widening to 16' Pavement
(Sta. 107+00 to 138+80)

1,750	cu. yds.	Excavation, Single Classification	$ 0.35	$ 612.50
3,500	" "	Gravel Borrow	1.15	4,025.00
80	lin. ft.	12" Concrete Pipe	1.15	92.00
90	" "	18" " "	2.10	189.00
3,300	" "	12" Concrete Sewer Pipe	0.90	2,970.00
910	cu. yds.	Bottom Course Rock Shoulders	1.55	1,410.50
470	" "	Top Course Rock Shoulders	1.65	775.50
140	" "	Filler	0.35	49.00
130	yd. mi.	Hauling Filler	0.15	19.50
12	cu. yds.	Class "B" Concrete	22.00	264.00
14	only	Catch Basin Gratings	8.50	119.00
		Sub-total		$ 10,526.00
		10% Engr. & Cont.		1,052.60
		Total		$ 11,578.60

Length 0.596 mile
Cost per mile $ 19,427.18

National Recovery Highway Funds Requested		$ 58,207.05
" " Municipal " "		11,578.60
		$ 69,785.65

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

Oregon State Highway Department — National Recovery Project

MCMINNVILLE-WEST DAYTON SECTION OF THE

WEST SIDE PACIFIC HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for ~~(Estimate to accompany plans. Not as basis for project agreement.)~~

Salem, Oregon, ~~December 9, 1933~~

NATIONAL RECOVERY PROJECT NO. MCF-62

20' Portland Cement Concrete Pavement
(Sta. 75+50 to 88+50)(Sta. 160+00 to 175+44.0)(Sta. 225+54.1 to 250+50)(Sta. 261+50 to 317+00)

4,350	cu. yds.	Excavation, Single Classification	$ 0.30	$ 1,305.00	
2,040	yd. mi.	Truck Haul	0.15	306.00	
2,800	sq. yds.	Removal of Old Pavement	0.40	1,120.00	
21,400	" "	Portland Cement Concrete Pavement	2.00	42,800.00	
1,930	lin. ft.	Expansion Joints	0.20	386.00	
11,700	" "	Contraction Joints	0.05	585.00	
8,750	lbs.	Tie Bars and Reinforcement	0.05	437.50	
1,250	only	Dowel Bars	0.20	250.00	
1,950	cu. yds.	Lower Course Cushion	2.00	3,900.00	
630	" "	Top Course Cushion	2.00	1,260.00	
2,010	" "	Bottom Course Rock Shoulders	1.50	3,015.00	
1,080	" "	Top Course Rock Shoulders	2.00	2,160.00	
310	" "	Filler	0.50	155.00	
680	yd. mi.	Hauling Filler	0.20	136.00	
230	lin. ft.	6" Porous Drain Tile	0.40	92.00	
50	cu. yds.	Gravel or Crushed Rock Backfill	1.50	75.00	
		Sub-total		$ 57,982.50	
		10% Engr. & Cont.		5,798.25	
		Total		$ 63,780.75	

Length 1.733 miles
Cost per mile $ 36,803.66

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM-52

(City of Dundee)

Grade Widening to 16' Pavement
(Sta. 107+00 to 138+50)

1,750	cu. yds.	Excavation, Single Classification	$ 0.30	.35	$ 525.00	2.50
3,500	" "	Gravel Borrow	0.50	.75	1,750.00	1,750.00
80	lin. ft.	12" Concrete Pipe	1.80	1.5	180.00	90.00
90	" "	18" " "	2.50	2.50	225.00	89.00
3,300	" "	12" Concrete Sewer Pipe	1.25	.95	4,125.00	2970.00
910	cu. yds.	Bottom Course Rock Shoulders	1.50	1.55	1,365.00	1410.50
470	" "	Top Course Rock Shoulders	2.00	1.85	940.00	
140	" "	Filler	0.50	.35	70.00	3.50
130	yd. mi.	Hauling Filler	0.20	.15	26.00	19.50
12	cu. yds.	Class "B" Concrete	30.00	22.00	360.00	264.00
14	only	Catch Basin Gratings	5.00	5.00	70.00	119.00
		Sub-total			$ 9,576.00	10,526.00
		10% Engr. & Cont.			957.60	1052.60
		Total			$ 10,533.60	11,578.60

Length 0.596 mile
Cost per mile $ 25,751.54 19,427.18

National Recovery Highway Funds Requested $ 63,780.75 58,207.05
" " Municipal " " 10,533.60 11,578.60
$ 74,314.35 69,785.65

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 4, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

The Acting Chief of Bureau on December 15, 1934, approved the project statement for Oregon Federal Aid Project No. 52, Revised, involving the improvement of 6.9 miles of the Newberg-West Dayton Section of the West Side Pacific Highway between Portland and McMinnville, in Yamhill County.

Approval was made subject to the condition that the railroad grade crossings within the limits of the project be protected by safety devices adequate for the protection of grade crossings of their respective classes.

Very truly yours,

W. H. LYNCH
District Engineer.

REFERRED TO
Pinkard

November 22, 1934

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Newberg-West Dayton Section, Project No. 52. These papers have been revised by extending the project at the north end to a connection with Project No. 73.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. 52 (Revised)

(Not to be filled in)

Form PR, 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) November 22, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Newberg-West Dayton Section, West Side Pacific

2. Between control points of official description: Portland and McMinnville

3. Between intermediate control points if used: ____ and ____

County of Yamhill

4. Length in miles (gross) 6.9 (net) 6.9

5. Preliminary estimate of cost: Total, $450,000; section of road to be ~~first~~ next improved, $76,000, of which $30,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: ____ (Amount.)
Current income sufficient to insure completion; Chap. 175, laws 1917; Chap. 31, laws 1920 (Source; refer to statute.)

(*b*) County ____ (Amount.) (Source; refer to statute.)

S—5073

PROJECT NO. [illegible]
STATE [illegible]

7. Funds for maintenance to be provided by State, from the following
(State or (and)county.)
sources: Current income: Chap. 41, laws 1927
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:
Newberg

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
As Chairman
(Title of officer.)

By
As Commissioner
(Title of officer.)

By
As Commissioner
(Title of officer.)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 29, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works project NRH & NRM 52, Newberg-West Dayton section of the West Side Pacific Highway, to Harold Blake, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

[illegible] POST OFFICE BUILDING
PORTLAND, OREG.

December 13, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon NRH and NRM 52 the Newberg-West Dayton section of the West Side Pacific Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Length of the NRH project according to our plans and using the stationing on the estimate gives 1.7309 miles instead of 1.733 miles as shown. It is requested that you check this length and advise your findings.

We should have copies of the customary town resolutions from the City of Dundee. Copies of a resolution covering maintenance should be forwarded with the project agreement estimate.

Very truly yours,

W. H. LYNCH

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

No. 8

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

Sept. 1, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon E-52-A, Newberg-West Dayton section, West Side Pacific Highway _____, was made by a representative of this office on August 28, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L.J. Caufield
Highway Engineer

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore.E-52

POST OFFICE BUILDING
PORTLAND, OREG.

March 23, 1933

Mr. R. H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By A. H. Benedict
A. H. Benedict
Asst. Highway Engineer

Encl.

Agr. 14122

Form P. R. 2

State Oregon

Project No. F-52

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5818

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of February, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the ..... day of ....., 19....., a project statement, which was approved by the Secretary on the 4th day of April, 19 33, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section [redacted] of said project which were recommended for approval by the United States District Engineer on the 8th day of November, 19 32; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications. and estimates, and the sum of

sixteen thousand, sixty and 69/100

dollars ($ 16,060.69) as the share of the United States payable under said act on account of Section [redacted] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by
(Include amount, date, and citation of act of legislature by which authorized)
Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 75+00 in the NW¼ Sec.25, T.3 S., R.3 W., W.M., and survey station 317+00 in the NW¼ Sec.9, T.4 S., R.3 W., W.M., (excepting that portion of the road between survey stations 176+56.3 and 223+35)

, length 3.630 miles, in Yamhill County, being Oregon Federal Aid project No. F-52, consisting of 3.630 miles of roadway and no bridges, known locally as the Newberg-West Dayton Section of the West Side Pacific Highway between Portland and McMinnville, official control points.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will widen to 30 feet the pavement which is to be used in place and upon the remaining road embraced in this project, it will place a surfacing 20 feet in width which will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of sixteen thousand, sixty and 69/100 dollars ($16,060.69), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-three thousand, five hundred thirty-five and 64/100 dollars ($53,535.64), the approved total estimated cost of [redacted] of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 13th day of March, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

[signature]
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. S-52, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 53,535.64 as the total estimated cost of said project, and the sum of $ 16,060.69 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 13th day of March one thousand nine hundred and Thirty-three

C. Williamson
Acting *Secretary of Agriculture.*

February 15, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed three signed copies of project agreement covering the Newberg-West Dayton Section, Project No. E-52-A.

In reply to the inquiry contained in the last paragraph of your letter of January 31st, concerning the cross-section of the roadway where the existing pavement grade varies considerably from the proposed future pavement grade on this project, please be advised that the partially completed roadway will be constructed to sufficient additional width that the section by continuation of the slope lines, may be constructed to the future pavement grade with the resulting roadway having a width equal to the completed sections being constructed under the present contract.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

PR-52-A

RESOLUTION

WHEREAS, State Highway No. 8 of the State of Oregon, known as the West Side Pacific Highway, is routed through the City of Dundee, Yamhill County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

_____

_____

_____

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Dundee will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Dundee, Yamhill County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 8 of the State of Oregon, known as the West Side Pacific Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Dundee, Yamhill County, Oregon, this 6th day of Feb. 1933.

Attest:

E. R. Mann
Mayor.

Wahnona C. Parrett
City Recorder.

- - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Dundee, Yamhill County, Oregon, on the 6th day of Feb. 1933 at the regular meeting of said Common Council.

Dated this 6th day of Feb., 1933.

Wahnona C. Parrett
City Recorder.

November 22, 1932

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Roseburg-East Dayton Section, Project No. S-52-A.

A notation is made on the revised plans that the north end of the reopened portion equals Station 75+00 of the original project. This is incorrect and should read Station 75+50.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH

Encl.

Oregon State Highway Department.

Emerg. Constr. Hwy.
Proj. No. E-52-A.

[illegible]-WEST DAYTON SECTION

OF THE WEST SIDE PACIFIC HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1932.

STATEMENT OF COMPLETED WORK

Part on which New Work is to be done:

Final Cost on Roadwork	$ 140,915.77
Federal Aid Paid on Roadwork	59,743.74
Length of Roadwork, original 3.752 miles; revised, 3.630 miles	
Cost per mile on original length, $37,557.50; on revised length,	$38,819.77
Fed. Aid paid per mile on original length, $15,923.17; on revised length,	$16,458.33

Part on which no additional work is to be done:

Final Cost on Roadwork		$ 74,664.33
Federal Aid Paid on Roadwork		31,655.26
Length of Roadwork, original	1.988 miles	
Cost per mile on original length		$ 37,557.50
Federal Aid paid per mile on original length		15,923.17

SUMMARY OF COMPLETED WORK

Total Cost all completed Roadwork $215,580.10
Total length Roadway, original 5.740 mi.; revised 5.618 mi.
" " 1 bridge, .065 miles

EMERGENCY WORK-ROADWAY

All Required				
		Clearing and Grubbing		$ 907.27
136,000	cu. yds.	Excavation, Single Classif.	$ 0.27	36,720.00
197,000	yd. sts.	Overhaul	0.02	3,940.00
10,000	yd. mi.	Truck Haul	0.12	1,200.00
50	cu. yds.	Surfacing Approach Drives	2.00	100.00
300	lin. ft.	Salvaging Drain Pipe	0.50	150.00
1,100	lin. ft.	6" Perous Drain Tile	0.30	330.00
300	lin. ft.	12" Concrete Tile	1.10	330.00
80	lin. ft.	12" Concrete Pipe	1.25	100.00

70	lin. ft.	18" Concrete Pipe	$2.25	$	157.50
30	lin. ft.	24" Concrete Pipe	3.00		90.00
210	lin. ft.	42" Extra Strength Conc. Pipe	7.00		1,470.00
150	lin. ft.	48" " " " "	10.00		1,500.00
					$46,594.77

Bone Fill Culverts

300	cu. yds.	Excavation	$1.00	$ 300.00
100	cu. yds.	Class "A" Concrete	12.00	1,200.00
14,000	lbs.	Metal Reinforcement	0.041	574.00
				$ 2,074.00

Sub-total	$48,668.77
10% Engr. & Cont.	4,866.87
Total.....	$53,535.64

Length	3.630 miles
Cost per mile	$ 14,748.11
Regular Federal Aid Requested	$16,060.69 (30%)
Emerg. Constr. Hwy. Funds Requested	37,474.95
	$53,535.64

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920.

" " " Maint.: Chap. 41, Laws 1927.

Oregon State Highway Department.

Emergency Construction
Hwy. Proj. No. E-52 A.

NEWBERG-WEST DAYTON SECTION

OF THE WEST SIDE PACIFIC HIGHWAY IN YAMHILL COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, October 31, 1932.

STATEMENT OF COMPLETED WORK

Part on which New Work is to be done:

Final Cost on Roadwork $ 140,915.77
Federal Aid Paid on Roadway 59,743.74
Length of Roadwork, original 3.732 miles; revised 3.630 miles
Cost per mile on original length, $37,757.50; on revised length, $38,819.77
Fed. Aid Paid per mile on original length, $15,923.17; on revised length, $16,458.33

Part on which no additional work is to be done:

Final Cost on Roadwork $ 74,664.33
Federal Aid Paid on Roadwork 31,655.26
Length of Roadwork, original 1.988 miles
Cost per mile on original length $ 37,357.50
Federal Aid paid per mile on original length 15,923.17

SUMMARY OF COMPLETED WORK

Total Cost all completed Roadwork $ 215,580.10
Total length Roadway, original 5.740 mi.; revised 5.618 mi.
" " 1 bridge, .065 miles

EMERGENCY RUN-ROADWAY

All Required				
		Clearing and Grubbing		$ 500.00
136,000	cu. yds.	Excavation, Single Classif.	$ 0.30	40,800.00
197,000	yd. sta.	Overhaul	0.02	3,940.00
10,000	yd. mi.	Truck Haul	0.15	1,500.00
50	cu. yds.	Surfacing Approach Drives	1.50	75.00
300	lin. ft.	Salvaging Drain Pipe	0.30	90.00
1,100	" "	6" Porous Drain Tile	0.25	275.00

300	lin. ft.	12"	Concrete Tile	$ 0.80	$ 240.00
80	" "	12"	" Pipe	1.20	96.00
70	" "	18"	" "	2.00	140.00
30	" "	24"	" "	3.00	90.00
210	" "	42"	Extra Strength Concrete Pipe	7.00	1,470.00
150	" "	48"	" " " "	9.00	1,350.00
					$ 30,366.00

Mass Fill Culvert

300	cu. yds.	Excavation	$ 2.00	$ 600.00
100	" "	Class "A" Concrete	16.00	1,600.00
14,000	lbs.	Metal Reinforcement	.045	630.00
				$ 2,830.00

Sub-total	$ 33,196.00
10% Engr. & Cont.	5,539.60
Total	$ 38,735.60

Length 3.630 miles

Cost per mile $16,180.60

Regular Fed. Aid Requested	$ 17,620.68 (30%)
Emerg. Constr. Hwy. Funds Requested	41,114.92
	$ 58,735.60

October 31, 1932.

Mr. W. H. Lynch,
District Engr.,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans for the Newberg-West Dayton Section, Project No. E-52-A. Five sets of plans and one set of original cross-sections for this work are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

November 8, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our recommendation today for approval of Oregon Emergency Construction Highway Project E-52-A, McMinnville-West Dayton section of the West Side Pacific Highway, and of our concurrence as of this date in the award of contract to the low bidder.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer.

Very truly yours,

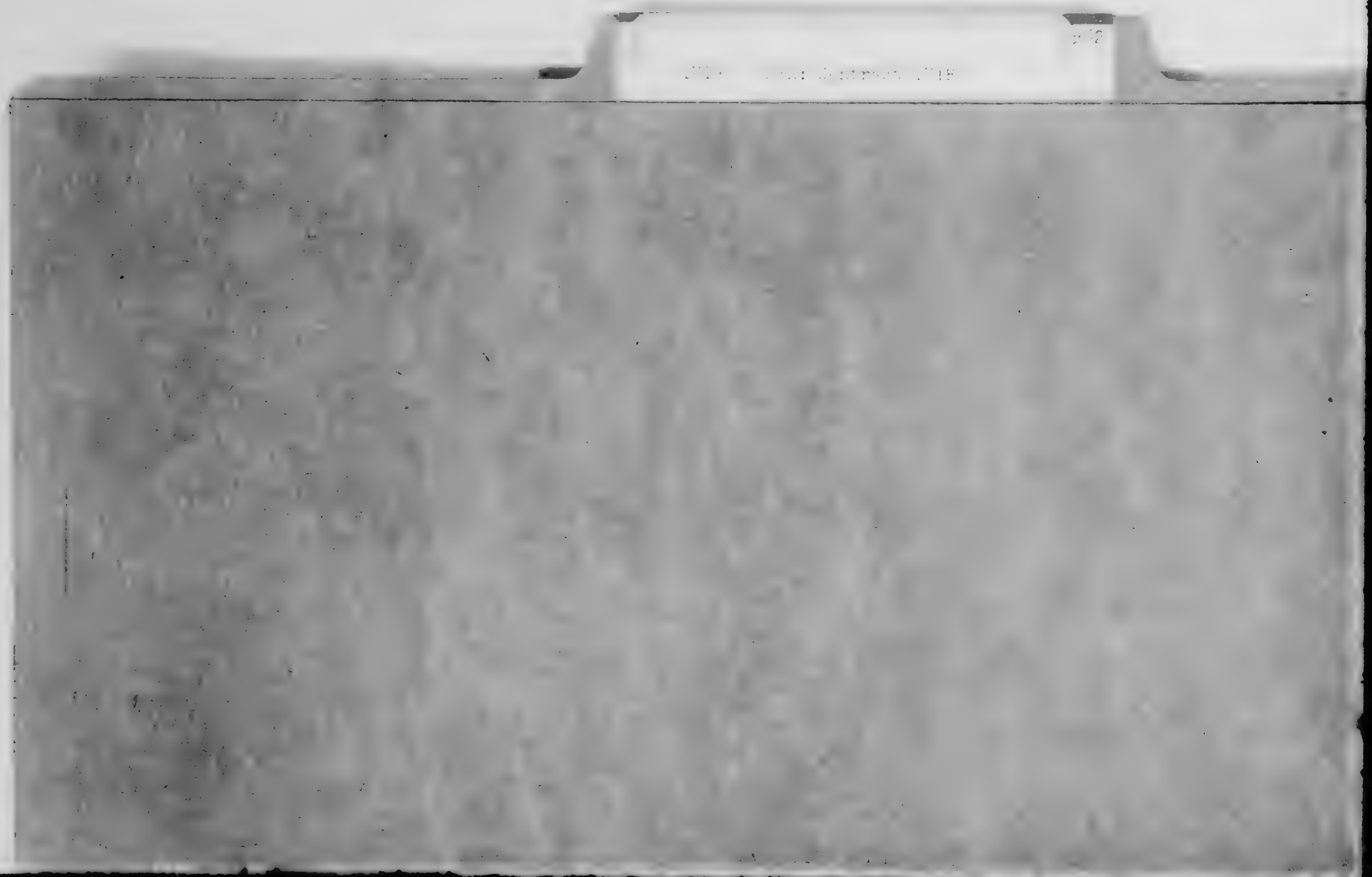
W. H. LYNCH
District Engineer

By J. A. Elliott
Sr. Highway Engineer

CONTRACT #1719

SEE:

CONTRACT #1718



CONTRACT #1720,

PR 105-B Harrisburg-Junction City 1932
Sec.

1720

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 10, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of November 22, replying to ours of November 20 regarding summary of completed work for Oregon USPW Project NRM 105-B (1935).

Your understanding of the method of showing costs of paving structures built without Federal aid is correct, but the summary for 105-B does not appear to conform with it, if our assumption that such paving was done on that project.

The summary shows the bridges (0.180 mi.) as non-participating mileage, but we believe if paving of any of the bridges was done with Federal aid so much of the mileage should be shown as participating. It is not necessary to show the length separately, but the cost of the section including the bridge mileage should include the cost of paving the bridges.

If the summary were prepared to show a mileage figure for each total cost figure, as illustrated by the sample summary sent you September 6, 1935, it would facilitate checking. The total of the mileage figures for, e.g., the "NRM project" would equal the mileage shown by the NRM project agreement, and the totals of actual cost and Federal payment figures would give the total cost and payments made under that agreement. We believe this would clarify the summary in cases where it is practical to give the mileage figures.

Your statement that the cost of additional work on structures which were originally participating is considered additional cost of the structures is correct.

An early reply will be appreciated in order that we may forward the voucher for payment.

Very truly yours,

W. H. LYNCH, District Engineer
By F. E. Andrews, Sr. Hwy. Engineer

FORM B-A-1 6M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

105-D

IN REPLY PLEASE REFER TO FILE NO.

October 23rd, 1936

Mr. K. B. Lytle
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

In making an inspection of the ribbons being placed for the Junction City pavement, it appeared that an extra amount of topping was being removed so that it was questionable if our standard amount was being left underneath the pavement.

Will you please investigate this to be sure that we are not wasting material and are getting the maximum amount underneath.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

NOTED
State Highway Engineer

FORM S.H.-1 33080 2M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

105-B

OREGON STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

IN REPLY PLEASE REFER TO FILE NO.

Sept. 28, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

Under separate cover today we are sending you by express, plans for the Ross Station-Eugene Section consisting of:

Hard copy profile, station 422 to 616
Book computation sheets
Roll cross section sheets
Hard copy map, station 305 to 683+29
Mass diagram
Roadbed computation sheets
Book transit and cross section notes.

Attached hereto find Special Provisions and Engineer's Estimate.

Also in the same express package the following items are included for the Sixth Street Unit.

Hard copy profile, station 616 to 683
Roll cross sections
Computation sheets
Transit and cross section notes.

Herewith Engineer's Estimate for Sixth Street Unit. The Special Provisions for Ross Station-Eugene Section covered both the Ross--Elmira Road and the Sixth Street Units but the estimates are separate for each unit.

Also in the express package there are twenty-one descriptions in duplicate for right of way covering the revision ordered at the Hinshaw place and on West Sixth Street. Descriptions are for right of way from Diess, Hinshaw, Fleming, Rickhoff, Pattison, Bauer, Machette, Morrison, Miller, Thatcher, Needham, Shumaker, Conger, Thompson, Oregon Electric Railroad Co., Williams, Gardiner, Nelson, Clink, Edwards, and Allison.

So far as I know, right of way has not been secured from Anthony Blais, station 510, so no arrangement has been made about moving his buildings. I presume, however, a separate contract will be let for moving them.

FORM S.H. 1 33660 2M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

105-B

OREGON STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Sept. 28, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

Under separate cover today we are sending you by express, plans for the Ross Station-Eugene Section consisting of:

Hard copy profile, station 422 to 616
Book computation sheets
Roll cross section sheets
Hard copy map, station 505 to 685+29
Mass diagram
Roadbed computation sheets
Book transit and cross section notes.

Attached hereto find Special Provisions and Engineer's Estimate.

Also in the same express package the following items are included for the Sixth Street Unit.

Hard copy profile, station 616 to 683
Roll cross sections
Computation sheets
Transit and cross section notes.

Herewith Engineer's Estimate for Sixth Street Unit. The Special Provisions for Ross Station-Eugene Section covered both the Ross--Elmira Road and the Sixth Street Units but the estimates are separate for each unit.

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So far as I know, right of way has not been secured from Anthony Blais, station 510, so no arrangement has been made about moving his buildings. I presume, however, a separate contract will be let for moving them.

H. B. GLAISYER, SECRETARY
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
HENRY F. CABELL, CHAIRMAN, PORTLAND
COMMISSIONERS

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

NOTED

Umphlette has recomputed all quantities from Ross Station to Eugene with the new 5:1 slopes and has used shrink factor of 35% to allow for light grading and for the removal of some top soil if desired. The same specification could be written for this section as for the Junction City-Howard School Section to cover top soil. From Ross Station north to Ross Pit, station 422, Umphlette did not recompute quantities but added 20% to the quantities on his original profile as this appeared to be about the increase in yardage due to the 5:1 slopes and the use of some top soil.

Umphlette reports he has not yet prepared vicinity maps for the bridges. These bridges all come in shallow swales and I believe can be located best in the field. Mr. Paxson agreed to go over this with Umphlette sometime ago but so far has not been able to do so. If vicinity maps are required, please return all cross section sheets to Umphlette, who can have the vicinity maps made up from them in a few days.

The total for these three projects is just under $160,000 at standard prices. Mr. Libby said we should make this $170,000. This can be done by adding a piece north from station 422 or a section south from station 95; or it might be safer to let these projects and put on a small one later to take up the remainder.

If you wish an additional section worked up for about $10,000 please advise and I think this could be turned in within about two days.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

Sept. 28, 1955

SPECIAL PROVISIONS

ROSS STATION—EUGENE SECTION GRADING

TIME AND PLACE OF RECEIVING BIDS

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under this contract consists of the construction of 3.67 miles of highway roadbed on the Ross Station—Eugene Section of the Junction City-Eugene Secondary Highway in Lane County.

The north end of the project is at station 413+40 which is near Ross Station on the Oregon Electric about five (5) miles northwest of Eugene. The south end of the project is at station 685+29 at the end of the concrete pavement on Sixth Street in Eugene. No work is to be performed from station 616 to station 640.

CLASS OF PROJECT

(Same as Ashland—Neil Creek.

DATE OF COMPLETION

All work to be done under this contract shall be completed not later than Oct. 31, 1956.

CLEARING AND GRUBBING

Specification:

(Same as Ashland-Neil Creek)

Areas Within Which Clearing and Grubbing is to be Done:

(Same as Murphy-Grays Creek)

(Include removal old wood bridges Sta. 545, 611, 614. Such lumber as Engineer may direct shall be neatly piled along right of way and remainder burned.)

EARTHWORK

Specifications:

(Same as Ashland-Neil Creek)

Classification:

(Same as Gardiner-Reedsport) ain le

Compaction of Embankments:

(Use first paragraph only from Ashland-Neil Creek)

Approach Roads and Road Connections:

(Same as Ashland-Neil Creek)

SPECIAL PROVISIONS

BOSS STATION-EUGENE SECTION GRADING

Limitation on Borrow Excavation:

No borrow excavation shall be made below slope lines originating at the top edges of the roadbed and extending outward and downward on a 5:1 slope for a distance of 15 feet and thence outward and downward on a 10:1 slope to a point beyond the borrow excavation. This limitation shall not apply to the borrow and gravel topping pits located entirely outside of the regular right of way.

Channel Changes:

As a part of the earthwork to be done under this contract, the contractor shall make such changes and alterations in drain ditches and streams as are called for by the plans or found, during progress of the work, to be necessary. The work shall be done in accordance with the instructions of the engineer and to the lines, grades and cross sections set by him.

Finishing Work to be Paid for on Per Mile Basis:

(Same as Ashland-Neil Creek)

Measurement and Payment:

(Same as Ashland-Neil Creek)

ROUNDING OF TOPS OF BUTBANKS

(Same as Ashland-Neil Creek)

CULVERT PIPE

(Same as Ashland-Neil Creek). (Suggest all corrugated pipe be asphalt dipped but nor invert coated as streams are flat and water carries little abrasive. No extra strength pipe required).

SELECTED ROADBED TOPPING

Work to be Done:

(Same as Murphy-Grays Creek.)

Standard Specification to Apply:

(Same as Murphy-Grays Creek)

Materials:

The materials to be used in the construction of the gravel topping shall be pit run gravel obtained from field pits near stations 423, 492, 524, 625 and 774.
The material shall, when subjected to the standard abrasion test, show an abrasive loss not exceeding 6% and shall not contain more than 35% or less than 25% of sand or other material that will pass a screen having ¼" square openings. The materials shall be reasonably well graded and all gravel too large to be incorporated in the roadbed topping shall be raked off and hauled away or may be removed by the contractor at his loading point by means of a grizzly.

SPECIAL PROVISIONS

ROSS STATIONS-EUGENE SECTION GRADING

Acquisition of Sources of Gravel:

The State owns the field pits mentioned above and shown on the plans from which the contractor may take all material required without charge. If the contractor elects to obtain gravel from other sources he shall, himself, acquire the right to take materials and shall pay all royalties or other charges involved. All expense involved in the stripping and developing of the gravel deposits and in the constructing and maintaining of hauling roads shall be borne by the contractor.

As part of the grading operation the contractor shall strip these pits to such depth as the engineer may direct and use this material in the construction of embankments and this stripping, when so performed, shall be paid for as part of the earthwork.

Measurement and Payment:

Payment for the construction of the selected roadbed topping will be made at the price bid for this item, which price shall be understood to include and cover the loading, hauling, placing and shaping of the materials and the performance of all other work involved in the construction of the selected roadbed topping in accordance with the foregoing provisions.

The quantity to be paid for at that price shall be the number of cubic yards of gravel furnished and used in the topping construction. Measurement of the gravel will be made in the trucks in which it is hauled. The measurement to be made at the point at which the material is deposited on the road.

Cleaning up Gravel Pit:

Before completion of the project, the contractor shall remove from the gravel pit and the right of way, all of his machinery, bunkers, lumber and materials. The gravel pit shall be shaped up with fairly regular, smooth slopes all around and not steeper at any place than 2:1 above water level or to the bottom of the pit. The gravel pit shall be excavated at the location and to the shape staked by the engineer. Bare gravel slopes shall be covered 4" deep with top soil from the top of the banks.

CRUSHED GRAVEL SURFACE

On the Sixth Street Unit a surface of crushed gravel shall be constructed 20 feet wide by 3" thick of 1 inch minus crushed gravel. Abrasion 5%, uniformly graded from 1 inch to dust, not over 40% nor less than 25% passing the $\frac{1}{4}$" square screen. Materials shall be bladed smooth. No rolling required.

Payment:

Payment will be made per cubic yard at point of deposit and includes furnishing, hauling and blading.

SPECIAL PROVISIONS

ROSS STATION—EUGENE SECTION GRADING

RAILROAD RIGHT OF WAY FENCE

Between station 426 and station 510 the borrow pit on the east side shall extend out to railroad borrow and where necessary the contractor shall remove the present fence and after completion of borrow shall construct a fence of new material of the same type as present fence. Such posts on present fence as are sound can be used.

Payment:

Payment will be made for the number of rods of fence constructed.

RAILROAD TELEPHONE POLES

In connection with the above mentioned borrow, the contractor shall conduct his operation so as not to injure the telephone poles and on completion of borrow shall lower the poles so they will have the same length in ground as before borrow was made. Should any poles be broken off by the contractor or should any poles be so rotten that in the opinion of the engineer they would not be safe, then the contractor shall erect new poles of similar size and type. Such poles may be stubbed provided written permission to do so is secured from the Railroad Company.

Measurement and Payment :

Payment will be made for each pole lowered or replaced or stubbed.

BRIDGES

The overflow bridge structures shown on the plans at stations 469, 484, 498, 525, 544 and 614 shall be composite type with treated timber piling caps and stringers and concrete deck with sidewalks.

(I suggest these bridges be let with grading. Several of our contractors do both grading and bridges and if one contractor has both, there is no arguement about priority in occupying the site or about finishing up at the ends of the bridges. Umphlette could handle this under Mr. Paxson's supervision with the help of an inspector such as Benscheidt.)

SPECIAL PROVISIONS

ROAD STATION--SUPER ELEVATION GRADING

MISCELLANEOUS PROVISIONS

MAINTENANCE OF TRAVELLED WAYS

The grading, gravelling, blading and sprinkling and other work necessary to keep all temporary detours, run-offs, connecting roads and approaches in good condition for use by traffic shall be performed by the contractor at his own expense.

SIGNS TO BE OF STANDARD DESIGN:

(Same as Ashland-Nell Creek)

PRINTED SPECIAL PROVISIONS RELATING TO EMPLOYMENT OF LABOR, SUB-CONTRACTING ETC.

(Same as Ashland-Nell Creek)

ADJUSTMENT OF WATER MAINS:

(Same as Ashland-Nell Creek)

SCHEDULE OF PERFORMANCE:

(Same as Ashland-Nell Creek)

ARRANGEMENT FOR TRANSPORTATION OF WORKMEN:

(Same as Ashland Nell Creek except insert "Eugene")

EMPLOYMENT AGENCY:

(Eugene)

AMOUNT OF EQUIPMENT TO BE FURNISHED:

ENGINEER'S ESTIMATE — Sept. 28, 1955

SIXTH STREET UNIT
JUNCTION CITY-EUGENE SECONDARY HIGHWAY.
Sta. 646 to 685+29. Length 0.706 Mi.

Clearing & Grubbing	All			$ 75.
Trench Excavation	150 Cu. Yds.	at	1.00	150.
Excavation Single Class	10,000 Cu. Yds.		.30	3,000.
Overhaul	2500 C.Y.S.		.02	50.
Truck Haul	2800 Yd. Mi.		.20	560.
Finishing Roadbed & Slopes	.71 Mi		200.00	142.
Rounding Cutbanks	7000 Lin. Ft.		.10	700.
Salvaging Culvert Pipe	170 Linl Ft.		.50	85.
12" Corrugated Asphalt Coated Pipe	320 Lin. Ft.		1.50	480.
18" Concrete Pipe	50 Lin. Ft.		2.50	125.
Selected Roadbed Topping	7000 Cu. Yd.		.55	3,850.
Crushed Gravel Surface	700 Cu. Yd.		2.00	1,400.
				10,617.
Plus 10% contingencies and engineering				1,061.
			Total	$11,678.

#1720

July 19, 1935

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1720 for the construction of the Fifteenth Street-Sixth Street Unit, Junction City Section of the Pacific Highway in Lane County has been completed by the contractors, Edlefsen-Neygandt Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after July 29, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $21,793.78 including the final payment. Of this amount $28.23 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 988—5M—2-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29, *193*5

Section 15th St.-6th St. Unit, Junction City

Highway Pacific

Contractor Edlefsen - Weygandt Co.

Date of contract Feb. 28, *193*5

Date work started Mar. 16, *193*5

Amount of contract $22,775.00

Estimated cost of completed project, exclusive of engineering $21,726.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1803.34, 8.3 %

Kind of work Paving

Section prefix 20PK NRM 105-B

Contract number 1720

Date of completion July 31, *193*5

Estimated date of completion , *193*

Per cent of time elapsed 47 %

Date project was completed May 11, *193*5

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

One man on Final Construction Profile Tuesday and Wednesday. Profile completed and expressed to Division Office Wednesday (26th) together with 120PB Final Profile and Field Notes.

Engineering completed. This is final report.

RECEIVED
JUL 1 - 1935
OFFICE OF
CONSTRUCTION ENGR.

Signed E. E. Humphlette

Address Box 204, Eugene, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

cc. H. C. Smith
EAC:AWF

E. A. COLLIER
Division Engineer

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

cc. H. G. Smith
EAC:AWF

E. A. COLLINS
Division Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRM 105-B (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 27, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

cc. H. C. Smith
EAC:AWF

E. A. COLLINS
Division Engineer

Aug. 25545

Form P. R. 2

U. S. Public Works Highway

State Oregon

Project No. HBM 105, Section B (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

cc. H. G. Smith
EAC:AWF

E. A. COLLINS
Division Engineer

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 8th day of January, 19 34, a project statement, which was approved by the Secretary on the 23rd day of May, 19 34, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 19 35; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-five thousand, fifty-two and 50/100

dollars ($ 25,052.50) as the share of the United States payable under said act on account of Section B of said project, which [redacted] 1e the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

cc. H. G. Smith
EAC:AWF

E. A. COLLIER
Division Engineer

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1506+15 at the intersection of 15th Street with Ivy Street, and survey station 1614+35.5 at the intersection of Sixth Street with Ivy Street,

, length 0.534 of a miles/ in Lane County, being Section B of Oregon U.S.Pub.Wks.Hwy. (1935), project No. HM 105 /, consisting of 0.534 of a miles/of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known ~~of the aforesaid~~ locally as the Pacific Highway in Junction City.

8—5518

cc. H. G. Smith
EAC:AWF

E. A. COLLIER
Division Engineer

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

cc. H. C. Smith
EAC:AWF

E. A. COLLIER
Division Engineer

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty-five thousand, fifty-two and 50/100 dollars ($ 25,052.50), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~ ~~dollars ($ is~~ the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 88, Laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

cc. H. G. Smith
EAC:AWF

E. A. COLLIER
Division Engineer

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 12th day of June, 1931

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Chas. H. Gaskill
Member, State Highway Commission.
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

S - 3514

cc. A. E. Peacock
cc. H. C. Smith
RAC:AWF

E. A. COLLIER
Division Engineer

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks.Hwy. NRM 105-B (1935), State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 25,052.50 as the total estimated cost of said project, and the sum of $ 25,052.50 as the share of the United States, payable under said acts on account of such project, which [redacted] said total estimated cost.

Done at the city of Washington, this 15th day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By H. M. Eason
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4830

JUN 25 1935
NATIONAL HIGHWAY

cc. R. H. Baldock
cc. H. G. Smith
EAC:AWF

E. A. COLLIER
Division Engineer

FORM S-A-1 10184 5M 1-38

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 26, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROPERT
-JUNCTION CITY OVERRUNS AND UNDERRUNS-

Dear Sir:

Trench Excavation and 36" Concrete Pipe: The overrun in these two items was caused by change in plans after contract was let. The 3x3 wood box culvert right of station 1595+65 was removed and replaced with concrete pipe.

Excavation single class and Truck Haul: These two items were slightly over-estimated in the preliminary estimate. Excavation was made according to the plans.

Removal of old pavement: The underrun was caused by not extending the new pavement as far east on 6th Street as originally planned. The extension would have required removal of the old pavement, which appeared to be in good shape.

Salvaging 8" Culvert Pipe: Some 8" pipe was uncovered during construction, which was buried when the preliminary survey was made.

12" Drain Pipe: The underrun in this item was caused by a slight change in the location of the catch basins which shortened the length of pipe.

Concrete Catch Basin: One additional concrete catch basin was constructed at the intersection of 12th and Ivy streets to take care of the drainage.

Concrete Curb: The underrun was caused by not placing concrete curb north of 11th Street on the right as shown on the plans. There is a service station entrance there.

Concrete Sidewalk: Under-estimated. It was necessary to place concrete walk between the new curb and old sidewalk in several places and also at street intersections it was necessary to replace part of the existing sidewalk in order to meet the new curb grade.

Concrete Driveway Aprons: These were built shorter than the plans called for causing an underrun. They are of satisfactory length for traffic and appearance.

1½"-0" Shoulder Rock: The overrun was caused by the necessity of bringing the street intersections up to proper grade and crown to meet the new pavement.

Rock Foot Paths: The underrun was due to the use of a small amount of selected excavated (gravel) material for base.

Filler and Filler Haul: It was not necessary to use any filler on the shoulders or paths causing underrun.

Total Authorization was $25,052.50 and the total estimated cost is $25,573.22.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith
EAC:AWF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

June 11, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W.

Project No. NRM 105-B (1935), Junction City Unit, Harrisburg-Junction City Section, Pacific Hwy., was made by a representative of this office on May 14, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

FORM S-A-1 10184 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

105 B

April 28, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. BALDOCK
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On the Junction City job we provided for 1½" minus shoulder rock for footpaths. The contractors have offered to furnish ¾" minus at the same price and I know this material will be more satisfactory for footpaths and I have given permission to the contractors to use this size instead of the larger size.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock ✓
EAC:AWF

cc. E. E. Umphlette

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the 15th Street-6th Street Unit, Junction City, Project No. NRM 105-B (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. [illegible] 105-B (1935)

19TH ST.-6TH ST. UNIT IN JUNCTION CITY

OF THE KLAMATH-JUNCTION SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 28, 1935

40' Roadway (Sta. 1586+15 to 1598+53.9)

30	cu. yds.	Trench Excavation	$0.75	$ 22.50
800	" "	Excavation, Single Classification	0.40	320.00
270	lin. ft.	36" Concrete Pipe	4.90	1,323.00
80	" "	Concrete Curbs	0.40	32.00
2,800	sq. yds.	Portland Cement Concrete Pavement	1.88	5,264.00
760	lin. ft.	3/4" Expansion Joints	0.17	61.20
1,900	" "	Contraction Joints	0.03	57.00
1,900	only	Dowels	0.18	342.00
400	lbs.	Tie Bars and Reinforcement	0.06	24.00
250	cu. yds.	3" - 0" Shoulder Rock	1.60	400.00
100	" "	1½" - 0" Shoulder Rock	1.80	180.00
160	" "	Rock Footpaths	1.80	288.00
50	" "	Filler	0.40	20.00
50	" "	Hauling Filler	0.15	7.50
			Sub-total	$8,341.20
			10% Engr. & Cont.	834.12
			Total	$9,175.32

Length	0.235 mile
Cost per mile	$39,043.91

47' Roadway (Sta. 1598+53.9 to 1614+35.5)

40	cu. yds.	Trench Excavation	$0.75	$ 30.00
1,400	" "	Excavation, Single Classification	0.40	560.00
200	yd. mi.	Truck Haul	0.12	24.00
600	sq. yds.	Removal of Old Pavement	0.30	180.00
240	lin. ft.	Salvaging 9" Culvert Pipe	0.50	120.00
60	" "	12" Concrete Pipe	1.20	72.00
2	only	Concrete Catch Basins	30.00	60.00
2,450	lin. ft.	Concrete Curb and Gutter	0.90	2,205.00
370	" "	Concrete Curb	0.40	148.00
20	sq. yds.	Concrete Sidewalks	1.40	28.00
120	" "	Concrete Driveway Aprons	1.45	174.00

5,100	sq. yds.	Portland Cement Concrete Pavement	$1.88	$ 9,588.00
540	lin. ft.	3/4" Expansion Joints	0.17	91.80
3,500	" "	1" " "	0.14	490.00
2,900	" "	Contraction Joints	0.03	87.00
2,800	only	Dowels	0.18	504.00
40	sq. yds.	Rock Footpaths	1.80	72.00
			Sub-total	$14,433.80
			10% Engr. & Cont.	1,443.38
			Total	$15,877.18

Length 0.299 mile
Cost per mile $53,100.96

WPA Funds Requested:

40'	Pavement	$ 9,173.32
47'	"	15,877.18
		$25,050.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1929; Chap. 88, laws 1931
State Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

FORM G-A-1 10M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 2, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

In regard to the Junction City Paving, beg to advise that the dowel spacing for both expansion and contraction is so dominated by Federal regulations that it would be impractical to make any changes.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM S-A-1 15618 10M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 1, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

JUNCTION CITY PAVING

Edlefsen-Weygandt have a machine at Junction City for placing dowel bars. This machine is made to space dowels at either 12" or 18" centers but not for spacing them at 15" centers. The 12" spacing fits our design for the expansion joints but at the contraction joints our design shows 15" centers. This machine is patented, cannot be purchased and is rented on a basis of 20¢ per joint. It apparently would cost well over $100.00 to construct.

I recommend 18" spacing of dowels at the contraction joints in order that this machine may be used. It is called "True Line Holder Machine". Please advise at your earliest convenience as the contractor expects to start work the last of this week or the first of next week.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

NOTED

Chief Highway Engineer

March 19, 1935

105-B

Edlefsen-Weygandt Co.
Columbia Blvd. & N. Calvert Ave.
Portland, Oregon

Gentlemen:

We are sending you by express fully executed copies of state highway contracts which were awarded to you, as follows:

Contract No. 1719, grading and paving Newberg-Chehalem Creek Section of the West Side Pacific Highway in Yamhill County;

Contract No. 1720, paving 15th St.-6th St. Unit, Junction City Section of the Pacific Highway in Lane County.

These are for your records and files.

Very truly yours,

Secretary

AJ

March 6, 1935

Edlefsen-Weygandt Co.
Columbia Boulevard & N. Calvert Ave.
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 1720 which was awarded to you on February 28 for the paving of the 15th St.-6th St. Unit, Junction City Section of the Pacific Highway in Lane County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

HBG:AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

February 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 105-B (1935), 15th Street-6th Street section in Junction City on the Pacific Highway, to Edlefsen-Weygandt Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works highway project NRM 105-B (1935), Junction City unit of the Harrisburg-Junction City section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising.

We should have copies of the usual town resolution by the city of Junction City.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

February 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the 15th St.-6th St. Section in Junction City, Project No. NRM 105-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 105-B (1935)

15TH ST.-6TH ST. UNIT IN JUNCTION CITY

OF THE HARRISBURG-JUNCTION SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 8, 1935

40' Roadway (Sta. 1586+15 to 1598+53.9)

30	cu. yds.	Trench Excavation	$ 1.00	$ 30.00
800	cu. yds.	Excavation, Single Classif.	0.80	640.00
270	lin. ft.	36" Concrete Pipe	5.00	1,350.00
80	lin. ft.	Concrete Curbs	0.60	48.00
2,800	sq. yds.	Portland Cement Concrete Pavement	2.00	5,600.00
360	lin. ft.	½" Expansion Joints	0.20	72.00
1,900	lin. ft.	Contraction Joints	0.05	95.00
1,900	only	Dowels	0.20	380.00
400	lbs.	Tie Bars and Reinforcement	0.06	24.00
250	cu. yds.	3" - 0" Shoulder Rock	2.00	500.00
100	cu. yds.	1½" - 0" Shoulder Rock	2.00	200.00
160	cu. yds.	Rock Footpaths	2.00	320.00
50	cu. yds.	Filler	0.50	25.00
50	yd. mi.	Hauling Filler	0.20	10.00
			Sub-total	$ 9,294.00
			10% Engr. & Cont.	929.40
			Total	$ 10,223.40
			Length	0.235 mile
			Cost per mile	$ 43,503.82

47' Roadway (Sta. 1598+53.9 to 1614+35.5)

40	cu. yds.	Trench Excavation	$ 1.00	$ 40.00
1,400	cu. yds.	Excavation, Single Classif.	0.80	1,120.00
200	yd. mi.	Truck Haul	0.20	40.00
600	sq. yds.	Removal of Old Pavement	0.50	300.00
240	lin. ft.	Salvaging 9" Culvert Pipe	0.30	72.00

60	lin. ft.	12" Concrete Pipe	$ 1.50	$ 90.00
2	only	Concrete Catch Basins	20.00	40.00
2,450	lin. ft.	Concrete Curb & Gutter	1.00	2,450.00
370	lin. ft.	Concrete Curb	0.60	222.00
20	sq. yds.	Concrete Sidewalks	1.50	30.00
120	sq. yds.	Concrete Driveway Aprons	2.00	240.00
5,100	sq. yds.	Portland Cement Concrete Pavement	2.00	10,200.00
540	lin. ft.	½" Expansion Joints	0.20	108.00
3,500	lin. ft.	½" Expansion Joints	0.15	525.00
2,900	lin. ft.	Contraction Joints	0.05	145.00
2,800	only	Dowels	0.20	560.00
40	cu. yds.	Rock Footpaths	2.00	80.00
			Sub-total	$ 16,262.00
			10% Engr. & Cont.	1,626.20
			Total	$ 17,888.20

Length 0.299 mile
Cost per mile $ 59,826.75

RFC Funds Requested:

40' Pavement- - - - - - - - - - - - - - - - - -	$ 10,223.40
47' Pavement- - - - - - - - - - - - - - - - - -	17,888.20
	$ 28,111.60

August 9, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of August 7th, we are enclosing herewith four blueprint copies of the project statement map for Federal Aid Project No. 105.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

August 7, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On January 12, 1933, we requested four prints of a revised sketch map for Oregon Federal Aid Project No. 105 to show the terminal limits of the Emergency Construction Highway project thereon.

At that time you submitted the maps as requested, but as the location was approximately the same as the original, they were not forwarded to our Washington Office. The Washington Office is now requesting copiesof this sketch map and would be pleased to have you print four copies and forward to us, as we are unable to find the prints sent in 1933.

Very truly yours,

W. H. LYNCH
District Engineer

January 6, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of final voucher in amount of $2,275.17, for the Harrisburg-Junction City Section, Project No. R-105-B.

The constructed length of the project is the same as given in the plans which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

(9 21

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

Sept. 6, 1933.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Dear Sir:

Final inspection of Oregon E. 105-B, Harrisburg-Junction City Section - Pacific Hwy., _____, was made by a representative of this office on Aug. 15, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. G. Canfield
Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 1, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the first voucher for Oregon E.C.H.P. E-105-B.

We note that the voucher claims portland cement concrete pavement, expansion joints, contraction joints, dowel bars, and tie bars and reinforcement, placed between Stations 1575+16.2 and 1588+01.3. The actual limits of the project are from 1574+56.4 to 1587+48.2.

As the amount involved is small, we are recommending the voucher for payment in the amount submitted. Please show the participating and non-participating sections separately on field estimates for this project.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
AUG 2 - 1933
OREGON
STATE HIGHWAY COMMISSION

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. E-105-B

POST OFFICE BUILDING
PORTLAND, OREG.

March 23, 1933.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By A. H. Benedict
A. H. Benedict
Asst. Highway Engineer.

Encl.

Hep. 14273

Form P. R. 2

State Oregon

Project No. F-105, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of February, 1933

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 8th day of January, 1924, a project statement, which was approved by the Secretary on the 23rd day of May, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 14th day of November, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications. and estimates, and the sum of

two thousand, eighty-nine and 36/100

dollars ($ 2,089.36) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by (Include amount, date, and citation of act of legislature by which authorized) Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 176, Laws of 1917, and Chap. 31, Laws of 1920.

(*b*) From other sources .....

.....

.....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1574+56.4 near Junction City and survey station 1588+14.5 within the town of Junction City (excepting therefrom the bridge between survey stations 1563+60 and 1585+14)

.....

.....

....., length 0.228 miles, in Lane County, being Section B of Oregon Federal Aid project No. F-105, consisting of 0.228 miles of roadway and no bridges, ~~each of more than 20 feet in length~~ known locally as the Harrisburg-Junction City section of the[5518] Pacific Highway between official control points Albany and Junction City.

6

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of two thousand, eighty-nine and 36/100 dollars ($2,089.36), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six thousand, nine hundred sixty-four and 56/100 dollars ($6,964.56), the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11th day of March, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

[signature]

Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-105-B State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $6,964.56 as the total estimated cost of said project, and the sum of $2,089.36 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of March one thousand nine hundred and Thirty-three

C. W. Warburton
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

Stencil #46A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

In reply please
refer to File No. Oregon E-105-B

New Post Office Bldg.,
Portland, Oregon
January 30, 1933.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Dear Sir:-

We are forwarding herewith three copies of proposed Project Agreement, ~~amendatory~~ for signature and return to this office.

Very truly yours,

W. A. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer.

Encls.

P.S. Enclosed also is an approved copy of detail estimate upon which the project agreement was based, together with approved specifications.

RECEIVED
JAN 31 1933
OREGON
STATE HIGHWAY COMMISSION

January 12, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In connection with Oregon Emergency Construction Highway Project E-105-B, four copies of a revised project statement sketch map should be submitted.

This also applies to Emergency Construction Highway Project E-177-A, for which four copies of a revised sketch map showing revisions in alignment should be submitted.

In changing the length of the Type II pavement on E-177-B to conform to the ruling that the length of the project should be figured to the point where the center line intersects the edge of the pavement on adjoining E-105-B, you have not changed the quantities on either of these two projects. It will not be necessary for you to submit a revised estimate for project agreement purposes, but the quantities should be segregated accordingly on our copies of the estimate to the contractor.

Very truly yours,

W. H. LYNCH
District Engineer

By
J. A. Elliott
Sr. Highway Engineer

E-177-A

RECEIVED
JAN 13 1933
OREGON
STATE HIGHWAY COMMISSION

Ordinance 179

PR-105-E

RESOLUTION

WHEREAS, State Highway No. 1 of the State of Oregon, known as the East Side Pacific Highway, is routed through the City of Junction City, Lane County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

Ivy Street from the north corporate limits southerly to a point which is approximately 48 feet south of the south line of 17th Street.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Junction City will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Junction City, Lane County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 1 of the State of Oregon, known as the East Side Pacific Highway, which will permanently or unduly interfere with the free and convenient

flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Junction City, Lane County, Oregon, this 9th day of June 1933.

Attest:

J. H. Nicholas
Mayor.

E. M. Bliss
City Recorder.

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Junction City, Lane County, Oregon, on the 9th day of June 1933, at the regular meeting of said Common Council.

Dated this 9th day of June, 1933.

E. M. Bliss
City Recorder.

DECEMBER
Twenty-Second
1932

W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.,
Portland, Oregon

Dear Sir:

Herewith are enclosed, six copies of estimate as basis for project agreement covering the Harrisburg-Junction City Section, Project No. E-105-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK
Encl.

Oregon State Highway Department

Emergency Construction
Hwy. Proj. No. E-105-B

HARRISBURG-JUNCTION CITY SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 19, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:

Final cost on Roadwork		$ 6,205.59
Federal Aid paid on Roadwork		$ 3,845.97
Length of Roadway	0.228 miles	
Cost per mile		$ 27,217.51
Federal Aid paid per mile		$ 16,868.28

Part on which no additional work is to be done:

Final cost on Roadwork		$114,068.60
Federal Aid paid on Roadwork		$ 70,695.00
Length of Roadway	4.191 miles	
Cost per mile		$ 27,217.51
Federal Aid paid per mile		$ 16,868.28

SUMMARY OF COMPLETED WORK

Total cost all completed work	$120,274.19
Total length, Roadway	4.419 miles
Total length, 6 Bridges	.180 miles

EMERGENCY WORK - ROADWAY

Pavement Widening: Sta. 1574+54.4 to Sta. 1587+48.2

All Required		Clearing and Grubbing		$ 59.22
1,100	cu. yds.	Excavation, Single Classif.	$0.24	264.00
700	sq. yds.	Removal of Old Pavement	0.30	210.00
2,650	sq. yds.	Portland Cement Concrete Pavement	1.82	4,823.00
350	lin. ft.	Expansion Joints	0.20	70.00
1,350	lin. ft.	Contraction Joints	0.03	40.50

210	only	Dowels	$0.22	$ 46.20
2,300	lbs.	Tie Bars & Reinforcement	0.04	92.00
200	cu. yds.	Screened Gravel in Shoulders	2.00	400.00
140	cu. yds.	Crushed Gravel in Shoulders	2.10	294.00
50	cu. yds.	Filler	0.50	25.00
30	yds. mi.	Hauling Filler	0.15	7.50
		Sub-total		$ 6,331.42
		10% Engr. & Cont.		633.14
		Total		$ 6,964.56

Length 0.228 miles
Cost per mile $30,546.31

Regular Federal Aid Funds Requested $ 2,089.36 (30%)
Emerg. Constr. Hwy. Funds Requested 4,875.20

$ 6,964.56

State Funds for Constructions Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance Chap. 41, laws 1927

November 4, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying plans covering the pavement widening between Stations 1574+56.4 to Station 1587+48.2 on the Harrisburg-Junction City Section, Project E-105-B. Five blueprint copies of Sheets No. 2 and 2-A are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

Oregon State Highway Department

Emerg. Constr. Hwy.
Proj. No. E-105-B.

HARRISBURG-JUNCTION CITY SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate with paving specifications. Not as basis for project agreement.)

Salem, Oregon, November 5, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:

Final cost on Roadwork		$ 6,205.59
Federal Aid paid on Roadwork		$ 3,845.97
Length of Roadway	0.228 miles	
Cost per mile		$ 27,217.51
Federal Aid paid per mile		$ 16,868.28

Part on which no additional work is to be done:

Final cost on Roadwork		$114,068.60
Federal Aid paid on Roadwork		$ 70,695.00
Length of Roadway	4.191 miles	
Cost per mile		$ 27,217.51
Federal Aid paid per mile		$ 16,868.28

(A)

SUMMARY OF COMPLETED WORK

Total cost all completed Work	$120,274.19
Total length, Roadway	4.419 miles
Total length, 6 Bridges	.180 miles

EMERGENCY WORK - ROADWAY

Pavement Widening: Sta. 1574/56.4 to Sta. 1587/48.2

All Required		Clearing and Grubbing		$ 10.00
1,100	cu. yds.	Excavation, Single Classif.	$0.35	385.00
700	sq. yds.	Removal of Old Pavement	0.30	210.00
2,650	sq. yds.	Portland Cement Concrete Pavement	1.80	4,770.00
350	lin. ft.	Expansion Joints	0.20	70.00
1,350	lin. ft.	Contraction Joints	0.05	67.50
210	only	Dowels	0.25	52.50

2,300	lbs.	Tie Bars & Reinforcement	$0.05	$ 115.00
200	cu. yds.	Screened Gravel in Shoulders	1.25	250.00
140	cu. yds.	Crushed Gravel in Shoulders	1.50	210.00
50	cu. yds.	Filler	0.50	25.00
50	yd. mi.	Hauling Filler	0.15	7.50
			Sub-total	$ 6,172.50
			10% Engr. & Cont.	617.25
			Total	$ 6,789.75

Length 0.222 miles
Cost per mile $29,779.60

Regular Federal Aid Funds Requested $ 2,036.92 (30%)
Emergency Constr. Hwy. Funds Requested 4,752.83

$ 6,789.75

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

November 14, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our prior verbal concurrence in award of contract, as of this date, for Oregon Emergency Construction Highway Project E-105-B, Harrisburg-Junction City section of the Pacific Highway, to the Oregon Bridge & Dredging Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer

RECEIVED
NOV 23 1932
OFFICE
STATE HIGHWAY ENGR.

CONTRACT#1721,

NRS 243 Salem-Pringle Cr., Resurf. & Macadam 1935

1721

RECEIVED
JAN 11 1939
FOR FILING

January
10th
1939

Hon. County Court
Marion County
Salem, Oregon

Gentlemen:

I am handing you herewith a copy of a letter received from Mr. W. H. Lynch, District Engineer of the Bureau of Public Roads, in which he reports the unsatisfactory condition of Oregon F.A.P. 243-A, Salem-Pringle Creek Section of the Morningside Highway.

I have requested Mr. F. D. Eason, Division Engineer, to make an inspection of this section with either the County Court or the County Engineer, as you desire, and discuss the matter on the ground in order that he may be familiar with the steps you intend to take to remedy the conditions complained of by the Bureau.

It will also be necessary that Mr. Eason make a second inspection so that we can notify the Bureau of Public Roads when the conditions have been corrected.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBMcC/JNB/er

cc W. H. Lynch
J. N. Bishop
F. D. Eason:- Please go over this section with the County Court or the County Engineer and report what steps are being taken to correct the conditions complained of as well as any comments you have to make on the conditions as you find them.

RECEIVED
JAN 11 1939
DEPARTMENT OF AGRICULTURE

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

REFERRED TO
Bishop
By Asst. State Highway Engineer

January 6, 1939.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Recent inspection of Oregon F.A.P. 243-A, Morningside Highway, Salem-Pringle Creek Section, reveals that this project is in poor condition as respecting shoulders, ditches and general appearance. The maintenance inspection report states that the ditches are weed and debris clogged and are very shallow.

It is further stated that the shoulders are entirely weed grown, rough and of poor appearance and it is apparent that the project has not been cleaned up for a long period.

In view of the above conditions, the project has been classed as unsatisfactory.

It is noted that maintenance is to be performed by Marion County. However, as the Cooperative Agreement is between the State and Federal Government, we are calling this matter to your attention with the request that steps be taken to eliminate the unsatisfactory condition.

It is noted that Federal Aid markers have not been installed.

Very truly yours,

W. H. LYNCH, District Engineer

By L. Caufield

3/

L. J. Caufield, Highway Engineer

243

March 4, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of March 2nd, 1936, in which inquiry is made concerning the overrun of cutback asphalt used in bituminous macadam construction on the Salem-Pringle Creek Section, Project No. NRS 243 (1935).

Please be advised that the overrun was due to the materials required on the highway being slightly underestimated, and, likewise, on account of insufficient allowance being made for the materials required in oiling connections to the several approach roads.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 2, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher recently submitted for Oregon U.S.Public Works project NRS 243-A (1935).

The resident engineer's explanation of overruns fails to explain the overrun on cutback asphalt on the participating portion of the project. Will you please say why the overrun occurred.

We believe that Extra Work Order No. 1 is ineligible for federal participation, since it does not appear from the explanation given that any benefit resulted to the State from the substitution. However, since there are enough eligible items included in the voucher to support the claim, we will recommend payment of the voucher in the amount submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

4-43

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
OCT 4 1935
OREGON

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 3, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRS 243 (1935), Salem-Pringle Creek Sec., Morningside Highway, Marion County, was made by a representative of this office on September 25, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Jco

43

September 24, 1935.

Hartford Accident & Indemnity Company
Jewett, Barton, Leavy & Kern, Agent
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1721 for the construction of the Salem-Pringle Creek Section of the Morningside Secondary Highway in Marion County, has been completed by the contractor, J. C. Compton, McMinnville, and that final settlement will be made by the State with said contractor for work done under this contract, on or about October 4, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $36,471.91, including the final payment. Of this amount $172.75 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

Form 288—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

243

For Week Ending Aug. 31, 1935

Section Salem - Pringle Creek — *Kind of work* Grading, Surf. Bit. Mac.

Highway Morningside Secondary — *Section prefix* 24-1102

Contractor J. C. Compton — *Contract number* 1721

Date of contract March 6, 1935 — *Date of completion* Aug. ~~27~~ 31, 1935

Date work started May 15, 1935 — *Estimated date of completion* Aug. 27, 1935

Amount of contract . . . . . $ 33,609 — *Per cent of time elapsed* 97.8 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 33,609

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 1796, 5.34 % — *Date project was completed* Aug. 27, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

A crew of six men finished cleaning up this project Monday and the job was accepted Tuesday Aug. 27, 1935.

Party working on final records. The semi-final estimate will be ready to mail in the first of ~~the~~ nest week.

RECEIVED
SEP 3 - 1935
DIV.

Signed W. H. Stuart

Address Dallas Phone, 1273

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.64	1.64		1.89	
Miles partially completed					
Miles completed	1.64	1.64		1.89	
Total estimated quantities	3300	11,600	2000	4,500	
Estimated quantities moved or placed to date	3600	11,600	2000	4,500	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	5				
Average force on project for week	6				

Percentages of men employed on contract to be secured from:

Marion County, 100%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Marion COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men	5					1	6
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Warm		
Thursday	"		
Friday	"		
Saturday	Cloudy		

FORM S-S-1 33480 500 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

243

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

August 29, 1935.

IN REPLY PLEASE REFER TO FILE NO.

24-1102

Hon. Marion County Court,
Salem, Oregon.

Gentlemen:

The final seal coat has been put on the Salem-Pringle Creek Section of the 12th Street Extension, and the job accepted as completed on August 27, 1935. Effective that date the project is now turned over to Marion County for maintenance in accordance with previous arrangements.

Although the State will not be directly engaged in maintaining this section, this Department will be responsible to the Government for its proper maintenance as set forth in the general requirements for Federal Aid projects. Any complaints or suggestions made by Government engineers will be forwarded to the County Court.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock
H. G. Smith
J. N. Bishop

COMPARATIVE ESTIMATES OF COSTS

DIFFERENT TYPES OF SURFACING

SALEM-PRINGLE CREEK PROJECT

U. S. Public Works
Project No. NRS 243 (1935)

Item	Unit	Unit Price	Bituminous Macadam Quantity	Bituminous Macadam Amount	Asphaltic Concrete Pavement Quantity	Asphaltic Concrete Pavement Amount	Portland Cement Concrete Pavement Quantity	Portland Cement Concrete Pavement Amount
Crushed Rock Sub-base	Cu. Yds.	$ 2.00	--	$ --	4,830	$ 9,660.00	3,300	$ 6,600.00
Crushed Rock Surfacing	Cu. Yds.	2.00	8,800	17,600.00	--	--	--	--
Crushed Rock Shoulders	Cu. Yds.	2.00	250	500.00	500	1,000.00	700	1,400.00
Sprinkling	M-Gals.	1.50	350	525.00	300	450.00	--	--
Filler	Cu. Yds.	0.50	100	50.00	500	250.00	300	150.00
Hauling Filler	Yd. Mi.	0.20	100	20.00	500	100.00	300	60.00
Mineral Aggregate in Place	Cu. Yds.	3.00	2,300	6,900.00	--	--	--	--
Asphalt in Place	Tons	28.00	136	3,808.00	--	--	--	--
Emulsified or Cutback Asphalt in Seal Coat	Tons	28.00	16	448.00	--	--	--	--
Class "A" Asphaltic Concrete	Tons	6.50	--	--	4,350	28,275.00	--	--
Cutback Asphalt Wearing Surface	Tons	6.50	--	--	950	6,175.00	--	--
Portland Cement Concrete Pavement	Sq. Yds.	1.80	--	--	--	--	19,300	34,740.00
Expansion Joints	Lin. Ft.	0.20	--	--	--	--	1,920	384.00
Contraction Joints	Lin. Ft.	0.05	--	--	--	--	9,660	483.00
Dowels	One	0.20	--	--	--	--	9,650	1,930.00
Tie Bars and Reinforcement	Lbs.	0.05	--	--	--	--	7,480	374.00
Lower Course of Cushion	Cu. Yds.	2.00	--	--	--	--	910	1,820.00
Top Course of Cushion	Cu. Yds.	1.50	--	--	--	--	540	810.00
Cost of 1.644 Miles of Surface				$29,851.00		$45,910.00		$48,751.00
Per Mile Cost				$18,157.54		$27,925.79		$29,653.89

February 21, 1935

FORM S-A-1 15819 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
July 15, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Ore.

Dear Sir:

Will you kindly arrange to place a 6 ft. corrugated iron cattle pass on the property of F. E. and H. V. Harris, on the Salem-Pringle Creek Section. It is possible that another pipe may be eliminated and a joint cattle pass and drainage structure installed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRS 243 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jm

S. H. Probert
Office Engineer

Hwy. 25309

Form P. R. 2

U. S. Public Works Highway

State Oregon

Project No. BRS 243 (1936)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

SEP 1 XX

S. H. Prebert
Office Engineer

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.) approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 22nd day of November, 1934, a project statement, which was approved by the Secretary on the 8th day of December, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~section~~ ~~of~~ said project which were recommended for approval by the United States District Engineer on the 8th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty one thousand, two hundred seventy six and 30/100

dollars ($31,276.30) as the share of the United States payable under said act on account of ~~section~~ ~~of~~ said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

SHP:ER

S. H. Probert
Office Engineer

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **from funds apportioned under act of June 18, 1934.**

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources .....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 1+10, just south of the city limits of Salem on 18th Street, and survey station 87+95.6 in the NE 1/4 of Sec. 10, T 8 S, R 3 W, W.M., near the junction with the Pacific Highway (F.A.Route No. 5),** ....., length **1.644** miles, in **Marion** County, being ~~section~~ **unit Oregon U.S.Pub.Wks.Hwy.** project No. **HRS 245(1935)**, consisting of **1.644** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~which is~~ **known locally as the Salem-Pringle Creek section of the Morningside Highway.** 8-5518

SHP:ER

S. H. Probert
Office Engineer

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of Section~~ ..... of said project shall not in any event exceed the sum of thirty one thousand, two hundred seventy six and 30/100 ..... dollars ($31,276.30 .....), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~ .....

.....

~~dollars ($ ..... to .....),~~ the approved total estimated cost ~~of Section~~ ..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ..... the State Treasurer .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon .....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....
(Include reference to statute authorizing funds and probable amount annually available)

Maintenance of the project will be by the County of Marion, pursuant to its agreement signed on February 19, 1935 by said county and on February 28, 1935 by State Highway Commission. .....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 29th day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By C. R. Robertson

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

S-5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks.Hwy. IRS 243 (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 31,276.30 as the total estimated cost of said project, and the sum of $31,276.30 as the share of the United States, payable under said acts on account of such project, which ~~the estimated Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 29th day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By C. J. Nilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S -4820

Federal

May 16, 1935

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith for your information copies of correspondence relating to the proposal of the Salem Sand and Gravel Company to establish a commercial rock crushing plant about one and one-half miles south of Salem, and to furnish therefrom the crushed rock required for the Salem-Pringle Creek Section, Project NRS No. 243 (1935).

The question that arises, in connection with this proposal, has to do with that provision of the federal requirements which reads: "The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mixed concrete, and or any other materials produced at and furnished from established and recognized commercial plants operating under the applicable codes shall not be considered as subcontracting under these provisions," the point at issue being whether or not the plant ~~shall be~~ established by the Salem Sand and Gravel Company and can be classed as an established and recognized commercial plant.

As the Salem Sand and Gravel Company has been operating a gravel plant in Salem for many years and is moving the machinery from this gravel plant to the new crushed rock plant, and as the correspondence which we are submitting herewith indicates quite conclusively that the new plant is to be operated as a commercial plant for a period of years, and is not being installed as a roadside plant for the Salem-Pringle Creek Project, we are of the opinion that the new plant is eligible for classification as an established and recognized plant, and that the contractor for the Salem-Pringle Creek Project should be permitted to purchase crushed rock from that plant on the same basis as would be permissible from any other commercial plant.

If you should consider the purchase of crushed rock from the new plant on this basis to be a violation of the federal regulations, please advise at once.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

OFFICE AND BUNKERS
1405 NORTH FRONT STREET

SALEM SAND AND GRAVEL CO.

INCORPORATED

DEALER IN

SAND, ROCK AND GRAVEL

SALEM, OREGON. May 8th,1935.

File Salem-Comb
PRA 2-43

State Highway Commission,
Salem, Oregon.

Attention, Mr. Probert.

Gentlemen;

The Salem Sand & Gravel Co is abandoning their plant at the foot of Hood Street in Salem,Oregon and moving their machinery to the Burger Quarry, 1 1/2 Miles south of Town.

We have been in continuous operation in Salem for 22 years.

We have a lease with Fred W.Burger for a period of five years, also,we have signed a contract for power with the Portland General Electric Co,for a period of five years.

We contemplate operating this quarry for commercial purposes for a period of five years and longer if at the expiration of the Burger lease we can get it renewed.

Yours truly,

Salem Sand & Gravel Co,

W. D. Knudsen.

Manager.

Salem, Oregon,
May 7, 1935.

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. Probert.

This is to certify that the Salem Sand & Gravel Co. is now locating a plant about one mile south of the Salem city limits in what is known as the Berger Quarry as a commercial crushed stone plant, and that said company contemplates furnishing crushed stone to J. C. Compton for the Salem-Pringle Creek Highway project and to such other parties and persons as may desire the same during the operation of said plant. That said company has filed its available commercial crushed stone prices with Region 16, Code 109, and has duly registered and qualified with said code authority.

SALEM SAND & GRAVEL CO.,

By Paul B. Wallace

President.

STATE OF OREGON,)
) ss.
County of Marion.)

I, Paul B. Wallace, being first duly sworn, say: That I am the President of Salem Sand & Gravel Co., the company mentioned in the foregoing letter; that the statements contained in said letter are true as I verily believe.

Paul B. Wallace

Subscribed and sworn to before me this 7th day of May, 1935.

E. Gibson

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES JAN. 15, 1937

COPY

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16, N.I.R.A. Code No. 109
Code of Fair Competition
for the
CRUSHED STONE, SAND AND GRAVEL AND SLAG INDUSTRIES
43 Southeast Salmon Street
Portland, Oregon

February 23, 1935

The following prices were filed with this Committee by Registered Producers prior to 9:00 A. M., February 23, 1935, for materials governed by Code 109, and apply specifically to Salem-Pringle Creek Section, Morningside Secondary Highway. Bids called for by Oregon State Highway Commission to be received until 9:00 A. M., February 28, 1935.

Materials as per specifications per cu. yd., del'd to Roadgrade — Producers	Harold Blake	A. A. Hardesty	Joplin & Eldon	Northwest Roads Company	Salem Sand & Gravel Co.
Coarse Materials in Surfacing	1.00	2.50	1.50	2.00	1.15
Key Materials in Surfacing	1.25	2.50	1.50	2.00	1.50
Screenings in Surfacing	1.50	2.50	.60	2.00	1.90
Crushed Rock Shoulders	1.25	2.50	1.50	2.00	1.70
Mineral Aggregates	1.50	2.75	3.25	2.00	1.95
Delivered to Stockpiles					
3/4" - ½" Crushed Materials	2.00	3.00	2.20	2.00	2.25
½" - ¼" " "	2.00	3.25	2.20	2.00	2.25
½" - 0 " "	2.00	.75	2.20	2.00	2.25
Notation No.	1				

Notation No. 1: Prices are not available to other contractors.

- - - - - - - - -

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16 - Code 109

S. S. MONTAGUE, Chairman

PORTER W. YETT, CHAIRMAN
MEMBER CODE AUTHORITY
STATIONARY CRUSHED STONE
CITY MOTOR TRUCKING CO.
PORTLAND, OREGON

GEORGE W. GAUNTLETT
MEMBER CODE AUTHORITY
STATIONARY SAND & GRAVEL
PIONEER SAND & GRAVEL CO.
SEATTLE, WASHINGTON

FRED G. REDMON, VICE-CHAIRMAN
PORTABLE CRUSHED STONE
YAKIMA, WASHINGTON

JOHN R. REESE, SEC.-TREAS.
STATIONARY CRUSHED STONE
COLUMBIA CONTRACT CO.
PORTLAND, OREGON

GEORGE F. JACOBY
STATIONARY SAND & GRAVEL
HELENA SAND & GRAVEL CO.
HELENA, MONTANA

MARSHALL NEWPORT
PORTABLE CRUSHED STONE
NEWPORT CONSTRUCTION CO.
PORTLAND, OREGON

DR. WALTER A. MOORE
STATIONARY SAND & GRAVEL
CROSBY SAND & GRAVEL CO.
SEATTLE, WASHINGTON

R. H. SHOEMAKER
PORTABLE CRUSHED STONE
MORRISON KNUDSEN CO.
BOISE, IDAHO

L. D. ROBBINS
PORTABLE SAND & GRAVEL
QUINN-ROBBINS CO., INC.
BOISE, IDAHO

R. D. HOYT
PORTABLE SAND & GRAVEL
UNITED CONTRACTING CO.
PORTLAND, OREGON

REGIONAL COMMITTEE

REGION 16

UP THE

CODE OF FAIR COMPETITION

FOR THE

CRUSHED STONE, SAND AND GRAVEL AND SLAG INDUSTRIES

(CODE 109)

REGION 16

OREGON
WASHINGTON
MONTANA
IDAHO

EAST 4114

43 S. E. SALMON STREET
PORTLAND, OREGON

May, 6th, 1935.

State of Oregon, Highway Department,
Salem, Oregon.

Attention Mr Probert.

Dear Sir;

In accordance with our verbal conversation in your office this morning regarding the standing of the Salem Sand & Gravel Co., in respect to their New Plant, located south of the Salem City Limits, from which, they contemplate furnishing crushed stone to J.C. Compton for the Salem-Prineville Creek highway project, We hereby certify, that the Salem Sand & Gravel Co., have duly registered and qualified with Region 16, Code 109 as a commercial crushed stone plant. That, the Said Company registered 5248, tons of stone produced in 1934, a portion of which was recovered from their new site, near South Salem. That, the said Company filed available commercial crushed stone prices for the State Highway Salem-Prineville Creek project, copy of which is herewith attached.

Signed Porter W. Yett
Porter W. Yett.

State Of Oregon)
) ss.:
County of Multnomah)

Subscribed and sworn to before me this 6th day of May, 1935.

R. McCabe
Notary Public for Oregon.

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16, N.I.R.A. Code No. 109
Code of Fair Competition
for the
CRUSHED STONE, SAND AND GRAVEL AND SLAG INDUSTRIES
43 Southeast Salmon Street
Portland, Oregon

February 23, 1935

The following prices were filed with this Committee by Registered Producers prior to 9:00 A.M., February 23, 1935, for materials governed by Code 109, and apply specifically to Salem-Pringle Creek Section, Morningside Secondary Highway. Bids called for by Oregon State Highway Commission to be received until 9:00 A.M., February 28, 1935.

Materials as per specifications per cu. yd., del'd to Roadgrade / Producers	Harold Blake	A. A. Hardesty	Joplin & Eldon	Northwest Roads Company	Salem Sand & Gravel Co.
Coarse Materials in Surfacing	1.00	2.50	1.50	2.00	1.15
Key Materials in Surfacing	1.25	2.50	1.50	2.00	1.50
Screenings in Surfacing	1.50	2.50	.60	2.00	1.90
Crushed Rock Shoulders	1.25	2.50	1.50	2.00	1.70
Mineral Aggregates	1.50	2.75	3.25	2.00	1.95
Delivered to Stockpiles					
3/4"- 1/2" Crushed Materials	2.00	3.00	2.20	2.00	2.25
1/2" - 1/4" " "	2.00	3.25	2.20	2.00	2.25
1/2" - 0 " "	2.00	.75	2.20	2.00	2.25
Notation No.	1				

Notation No. 1: Prices are not available to other contractors.

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16 - Code 109

S. S. MONTAGUE, Chairman

PORTER W. YETT, CHAIRMAN
MEMBER CODE AUTHORITY
STATIONARY CRUSHED STONE
CITY MOTOR TRUCKING CO.
PORTLAND, OREGON

GEORGE W. GAUNTLETT
MEMBER CODE AUTHORITY
STATIONARY SAND & GRAVEL
PIONEER SAND & GRAVEL CO.
SEATTLE, WASHINGTON

FRED G. REDMON, VICE-CHAIRMAN
PORTABLE CRUSHED STONE
YAKIMA, WASHINGTON

JOHN R. REESE, SEC.-TREAS.
STATIONARY CRUSHED STONE
COLUMBIA CONTRACT CO.
PORTLAND, OREGON

GEORGE F. JACOBY
STATIONARY SAND & GRAVEL
HELENA SAND & GRAVEL CO.
HELENA, MONTANA

MARSHALL NEWPORT
PORTABLE CRUSHED STONE
NEWPORT CONSTRUCTION CO.
PORTLAND, OREGON

DR. WALTER A. MOORE
STATIONARY SAND & GRAVEL
CROSBY SAND & GRAVEL CO.
SEATTLE, WASHINGTON

R. H. SHOEMAKER
PORTABLE CRUSHED STONE
MORRISON KNUDSEN CO.
BOISE, IDAHO

L. D. ROBBINS
PORTABLE SAND & GRAVEL
QUINN-ROBBINS CO., INC.
BOISE, IDAHO

R. D. HOYT
PORTABLE SAND & GRAVEL
UNITED CONTRACTING CO.
PORTLAND, OREGON

REGIONAL COMMITTEE

REGION 16

OF THE

CODE OF FAIR COMPETITION

FOR THE

CRUSHED STONE, SAND AND GRAVEL AND SLAG INDUSTRIES

(CODE 109)

48 S. E. SALMON STREET
PORTLAND, OREGON

REGION 16

OREGON
WASHINGTON
MONTANA
IDAHO

EAST 4114

May 3, 1935.

Salem Sand an' Gravel Co.,
Salem, Oregon.

Attention Mr. Anunsen.

Dear Sir;

In response to your inquiry as to the standing of your company in adding a crushed stone unit to your facilities, to be located about 1½ miles from Salem, beg to advise, that your Code registration so indicated, therefore, in accordance with our verbal conversation last summer, your present registration covers your added operation and does not require additional Code procedure, except, that you must file regular commercial prices for your sales from the new location. Your registration as permanent established commercial operator, is correct provided, said plant is not established for the specific purpose of furnishing material for a specific job.

If your operation is questioned as coming under the provisions of a portable plant by your Highway Engineer, we of course, can not usurp his rights of thought, or, authority. I feel sure however, Mr. Baldock will accept your Code record, with possibly, for his own records, a sworn affadavit to the effect that your new operation is not being started for, the single purpose of furnishing material to a highway contract and that your commercial registration was not made for the purpose of evading the rules and regulations of his department.

Very truly yours,

Porter W. Yett

Porter W. Yett, Chairman.

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Salem-Pringle Creek Section, Project No. NRS 243 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. MRS 243 (1935)

SALEM-PRINGLE CREEK SECTION OF THE

MEMORIAL HIGHWAY IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 1, 1935

3,300	cu. yds.	Excavation, Single Classification	$ 0.50	$ 1,650.00
1.6	mile	Roadbed Finishing	200.00	320.00
80	lin. ft.	48" Concrete Pipe	8.50	680.00
8,000	cu. yds.	Coarse Materials in Surfacing	1.20	9,600.00
1,800	cu. yds.	Key Materials in Surfacing	1.40	2,520.00
600	cu. yds.	Screenings in Surfacing	1.70	1,020.00
700	cu. yds.	Crushed Rock Shoulders	1.65	1,155.00
350	M-Gals.	Sprinkling	2.00	700.00
100	cu. yds.	Filler	0.40	40.00
100	yd. mi.	Hauling Filler	0.20	20.00
2,300	cu. yds.	Mineral Aggregate in Place	2.80	6,440.00
136	Tons	Asphalt in Place	28.00	3,808.00
16	Tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	480.00
			Sub-total	$ 28,433.00
			10% Engr. & Cont.	2,843.30
			Total	$ 31,276.30

Length 1.644 miles
Cost per mile $ 19,024.51

MRS Funds Requested- $ 31,276.30

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

March 21, 1935

243

J. C. Compton
McMinnville, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract #1721 awarded to you on March 6th, 1935, for the resurfacing and bituminous macadam construction of the Salem-Pringle Creek Section of the Morningside Secondary Highway in Marion County.

This copy is for your records and files.

Very truly yours,

HBG:OG

Secretary.

March 9, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

To conform to the changes requested by you on the Salem-Pringle Creek Section, Project No. NRS 243 (1935), we are today sending five blueprint copies of sheet number 2 of the plans, the roadway typical cross-section of which has been revised to conform with your suggestions and the bid quantities have been increased accordingly. The quantities on which bids were received were corrected to these quantities, this being taken care of by a letter sent to the prospective bidders. Five copies of this letter are enclosed herewith.

The agreement estimate for this project will be submitted in the next few days.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

I.RS 243
1935

March 7, 1935

Mr. J. C. Compton
McMinnville, Oregon

Dear Sir:

For use in connection with the Salem-Pringle Creek Oiling and Bituminous Macadam Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, 355 N. High Street, Salem, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MS

Encl.

cc Mr. W. E. Chandler
Mr. J. H. Neef

243

March 6, 1935

Mr. J. C. Compton
McMinnville
Oregon

Dear Sir:

Confirming our telegram, the State Highway Commission has accepted the bid submitted by you on February 28 for the construction of the Salem-Pringle Creek Section of the Morningside Secondary Highway in Marion County, and has awarded to you the contract for such work at your bid price of $53,609.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 243 (1935), Salem-Pringle Creek section, to J. C. Compton, McMinnville, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

243

February 21, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of February 18th, concerning the Salem-Pringle Creek Project (Project NRS 243 (1935).

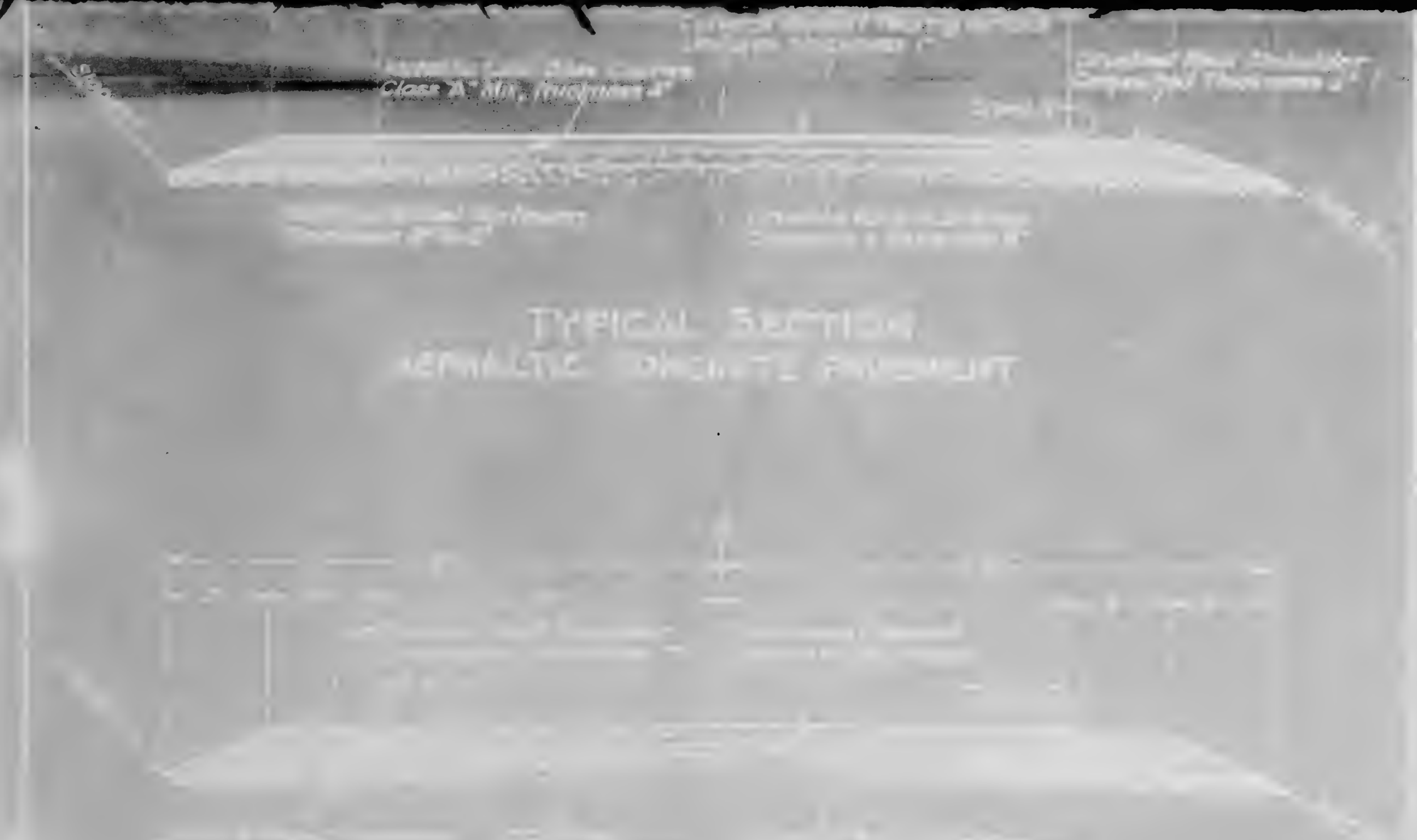
In undertaking this secondary project, we had in mind only the providing of an adequate surfacing on a roadbed of good alignment and satisfactory width, and we had no intention of making it a regrading job. The roadbed width shown in the typical cross-section is in reality a minimum section and much of the roadbed is wider. It will be possible to increase the width sufficient to provide 3-foot shoulders outside of the surfacing with comparatively little additional excavating and embankment construction work, and we are willing to do this. To do more would be making a regrading job out of it, and would call for a considerable increase in the amount allocated for the project. We do not believe that to be either necessary or advisable, and we, therefore, ask you to approve the 3-foot shoulder width.

Revised typical section sheet and revised estimates providing for the increased width will be sent to you tomorrow.

As requested, we are submitting comparative estimates of cost for concrete pavement and asphaltic concrete pavement. We are, also, sending blueprints showing the cross-sections proposed for those types. These comparative estimates show that the bituminous macadam type of surfacing which we propose to use will cost approximately $19,000 less than the Portland cement concrete pavement type and $16,100 less than the asphaltic concrete type. We believe that these indicated savings are sufficient to justify the use of the bituminous macadam type on this secondary project, and we are in hopes that you will confirm our judgment in the matter.

Very truly yours,

State Highway Engineer


TYPICAL SECTION

"ATES" "TURE

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

February 18, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to P.S.& E. for Oregon U. S. Public Works Highway Project No. NRS 243 (1935), Salem-Pringle Creek Section, Morningside Highway. The project provides for a high type, expensive pavement which warrants a wider roadbed with ample shoulders. We believe the shoulders should be not less than 4' wide on each side of the pavement.

The side slope of the surfacing material should not be steeper than 3:1. The design indicated on the typical section shows a slope of approximately 2:1 on the cut side.

We question the wisdom of constructing a bituminous macadam where it requires 9" of carefully constructed water bound macadam base in addition to existing gravel surfacing. This runs the cost up so high that a more durable type such as Portland cement concrete or asphaltic concrete might be constructed at approximately the same price.

We would be pleased to have you give consideration to the above comments and furnish information justifying the proposed design. Comparative estimates of suitable Portland cement concrete or asphaltic concrete should be included.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

February 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon U.S.Public Works project NRS 243 (1935), the Salem-Pringle Creek section of the Morningside Highway, have today been recommended for approval. This is your authority to advertise for bids.

We understand this is a county and not a state secondary highway. Therefore it will be necessary that we have copies of the county resolution covering maintenance, when the project agreement estimate is submitted.

Very truly yours,

W. H. LYNCH
District Engineer

February 1, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Salem-Pringle Creek Section, Project No. NRS 243 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Your attention is called to the work on the wye connection at the south end of the project being non-participating. This is due to the probability of a change in alignment of the Pacific Highway at that point which makes the existing grade and alignment of the wye a temporary improvement.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 243 (1935)

SALEM-PRINGLE CREEK SECTION OF THE

MACKENZIE HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 1, 1935

8300	~~9,600~~	cu. yds.	Excavation, Single Classification	$ 0.50	$ ~~4,800.00~~ 1650.00
	1.6	mile	Roadbed Finishing	200.00	320.00
	80	lin. ft.	48" Concrete Pipe	8.50	680.00
8000	6,800	cu. yds.	Coarse Materials in Surfacing	2.00	~~13,600.00~~ 16000.00
1800	~~1,500~~	cu. yds.	Key Materials in Surfacing	2.00	~~3,000.00~~ 3600.00
600	500	cu. yds.	Screenings in Surfacing	2.00	~~1,000.00~~ 1200.00
700	~~250~~	cu. yds.	Crushed Rock Shoulders	2.00	~~500.00~~ 1400.00
	350	M-Gal.	Sprinkling	1.50	525.00
	100	cu. yds.	Filler	0.50	50.00
	100	yd. mi.	Hauling Filler	0.20	20.00
	2,300	cu. yds.	Mineral Aggregate in Place	3.00	6,900.00
	136	ton	Asphalt in Place	28.00	3,808.00
	16	ton	Emulsified or Cut-back Asphalt in Seal Coat	28.00	448.00
			Sub-total		$ ~~32,151.00~~ 36601.00
			10% Engr. & Cont.		~~3,215.10~~ 3660.10
			Total		$ ~~35,366.10~~ 40261.10

Length 1.644 miles

Cost per mile $ 21,512.16 24489.77

NRS Funds Requested - $ ~~35,366.00~~ 40261.10

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 7, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Acting Chief of Bureau on December 5, 1934, approved the project statement for Oregon U.S.Public Works Project NRS 243 (1935), involving the improvement of 1.8 miles of road known as the Salem-Pringle Creek Section of the Morningside Highway in Marion County.

Very truly yours,

W. H. LYNCH
District Engineer

November 22, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Salem-Pringle Creek Section of the Morningside Highway. Number NRS 243 (1935) has been assigned to this project.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. ~~BRS 243 (1935)~~
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

~~NATIONAL RECOVERY HIGHWAY ACT~~

~~Approved July 11, 1916 and acts amendatory thereof and supplementary thereto.~~

Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) November 22, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355)~~ June 16, 1933, entitled "An Act to ~~provide that the United States shall aid the States in the construction~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public ~~of post roads, and for other purposes~~ works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Salem-Pringle Creek Section, Morningside Highway
2. Between ~~central points of official description~~ a point at the South city limits of Salem in SE¼, Sec. 34, R. 2 W., T. 7 S. and a connection with Federal Route No. 3 in NE¼ of Sec. 10, R. 2 W., T. 8 S.
3. Between intermediate control points if used: ..... and .....

County of Marion

4. Length in miles (gross) 1.8 (net) 1.8

5. Preliminary estimate of cost: Total, $20,000; section of road to be first improved, $20,000, of which $..... is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: .....
(Amount.)
Current income sufficient to insure completion; Chapter 173, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1933.
(Source; refer to statute.)
(*b*) County .....
(Amount.) (Source; refer to statute.)

2—5072

PROJECT NO. (20[illegible])
STATE

7. Funds for maintenance to be provided by State from the following
(State or (and)county.)
sources: Current Income: Chapter 41, Laws 1927: Chapter 248, Laws 1930.
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project Treasurer of the State of Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:
None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

RIVE
ST.

SALEM-PO
FRIDLE

CONTRACT# 1722,

NRH 36-A West Entrance to The Dalles, 1935
Grad., Surf. & Bit. Mac.

1722

362

September 12th, 1936

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

Edlefsen-Weygandt Co.'s Contract No. 1722 for the construction of the West Entrance to The Dalles, Federal Project No. NRH-36-A and NRM-36-C (1935), was completed on November 12th, 1935. It was found that a portion of the bituminous pavement resurfacing on Second Street was unsatisfactory and would have to be repaired before the project would be accepted. Because of the lateness of the season this work could not be done until spring, and an extension of time was granted to June 15th, 1936.

Because of other contracts under way and the small amount of work to be done in The Dalles, the contractor did not deem it advisable to do the work with his own forces, and in order to complete the project, authorized the State to do the work with State Forces and deduct the cost thereof from their final estimate. This work was completed by State Forces on July 8th. In order to clear the records, it would be appreciated if you would concur in the extension of time from June 15th, 1936, to July 8th, 1936.

Very truly yours,

State Highway Engineer

R

#1722

362e

July 25, 1936

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Manager,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1722 for the construction of the West Entrance to The Dalles Section of the Columbia River Highway in Wasco County has been completed by the contractors, Edlefsen-Weygandt Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after August 5, 1936.

We have been advised of the following claims against this contract by Galloway & Krier, Attorneys, The Dalles: Thompson Roberts $2,676.00; H. A. Todd $1,250.00 and Joseph & Nellie Stadelman $1,250.00, all for damages by blasting. You are advised that the State assumes no responsibility for the above claims or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $59,016.67, including the final payment. Of this amount $123.20 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by Jl McFarland.

36-A

July 17, 1936

Mr. Clarence D. Porter, Manager,
Fidelity & Deposit Company of Maryland.
Failing Building,
Portland, Oregon.

Dear Sir:

In response to your inquiry of July 16th we wish to advise that the Madlefsen-Weygandt Company Contract No. 1722 - West Entrance to The Dalles Section in Wasco County, was completed on July 8, 1936.

Final settlement has not yet been made on this contract.

Very truly yours,
STATE HIGHWAY COMMISSION
By
Secretary.

Dict. by J. McFarland.

ARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

JULY SIXTEENTH,

1 9 3 6.

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

RE: Bond #4020089-A, Edlefsen-Weygandt Company, Grad. Surf. and Bit. Mac W. Entrance to The Dalles Sec., Columbia River Hwy.

If the above contract is now completed, will you kindly furnish us with the final figures. If this contract is not completed, we will appreciate your advices as to when completion is contemplated.

Very truly yours,

Clarence D. Porter,
Manager.

DC

36-A

June 25, 1936

Edlefsen-Weygandt Company
P. O. Box 5626
Portland, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of September 3, 1935 for an extension of time in which to complete your contract for grading, surfacing and construction of bituminous macadam on the West Entrance to The Dalles Section of the Columbia River Highway in Wasco County. There follows an excerpt from the minutes of the State Highway Commission meeting held on September 26, 1935 covering this matter:

"Edlefsen-Weygandt Company, contract No. 1772 for grading, surfacing and construction of bituminous macadam on the West Entrance to The Dalles Section of the Columbia River Highway in Wasco County, requested an extension of time of 60 days, from August 31 to October 31, 1935, within which to complete this project, giving as their reason that they were handicapped by the delay of the bridge contractor in completing his bridge contract and by the fact that they encountered difficulties in connection with rock excavation. The Engineer advised that, due to peculiar rock conditions, the contractor was unable to use sufficient powder to break the rock up fine enough so it could be handled and that they overran the specified time limit notwithstanding the fact that they worked tow and three shifts; also, that a large proportion of the excavation was required to be hauled across Mill Creek bridge, but that such work was delayed because the bridge was not completed until the last of July. He pointed out that the engineering expense in connection with this project has been increased a considerable amount; nevertheless, he recommended, because of extenuating circumstances in connection with the job, that the contractor be not penalized, and that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

36 a 2

June 23, 1936

Edlefsen-Weygandt Company
Columbia Boulevard & N. Calvert Ave.
Portland, Oregon

Gentlemen:

Your request for an extension of time on Contract No. 1722 was considered by the State Highway Commission at its meeting held on January 9, 1936, and the following action was taken:

"Edlefsen-Weygandt Company, Contract No. 1722, for grading, surfacing and construction of bituminous macadam on the west entrance to The Dalles Section of the Columbia River Highway in Wasco County, requested an additional extension of time of 12 days, from October 31 to November 12, 1935, in which to complete this project, giving as their reason for such request that their operations were handicapped by conditions entirely beyond their control. The Engineer advised that the contract provided that this job should be completed by August 31, 1935, however, due to adverse conditions, the contractor was unable to complete it within the specified time, notwithstanding the fact that they worked two and three shifts, and for that reason the Commission, on September 26, extended the completion date to October 31, without penalty. He further advised that extremely cold weather during the month of October further delayed the oiling work so that the last of such work was not done until November 12. He added that, because of adverse weather conditions, some of the surfacing work did not prove satisfactory and will have to be done over in the spring. He recommended, in view of the circumstances, that the completion date be extended to June 15, 1936, without penalty, and advised that such extension meets with the approval of the Bureau of Public Roads. The Commission approved the Engineer's recommendation by unanimous vote subject to the contractor's surety consenting thereto."

Very truly yours,

Secretary

DP
cc S. H. Probert

ARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

MAY NINETEENTH,

1 9 3 6.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: Bond #4020089-A, Edlefsen-Weygandt Company, Grad. Surf. and Bit. Mac. W. Entrance to The Dalles Sec. Columbia River Highway.

Please refer to our letter of May 4th. asking for a progress report in connection with the above contract, and if possible let us have this information, particularly the final contract figures.

Very truly yours,

Clarence D. Porter,
Manager.

DC

FORM S-A-1 SM 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 10th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. Murray
District Engineer
Union Pacific
Pittock Block
Portland, Oregon

Dear Sir:

State Highway Engineer

The contract of Edlefsen-Weygandt Co. dated March 6th, 1935, for grading, surfacing and construction of bituminous macadam oiled surface on the West Entrance to The Dalles Section of the Columbia River Highway, Wasco County, has not be completed in respect to the bituminous pavement resurfacing on Second Street near Lincoln. This work was sub-contracted to the United Contracting Co., whose job was unacceptable. They did the resurfacing so late in the fall that it will need to be retouched again this spring. The amount involved is only some three or four hundred dollars and has no connection with the remaining work for which the bond was required from the railroad and telegraph companies.

The grading portion of the work has been finished and is acceptable.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

3 Lac

#1722

April 9, 1938

Edlefsen-Weygandt Company,
9233 N. Calvert St.,
Portland, Oregon.

Gentlemen:

In order to complete our file will you kindly make application for an extension of time to June 15th on your contract No. 1722 - West Entrance to The Dalles Section in Wasco County.

The application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

cc to H. G. Smith.

Jan[illegible], 1936

H. B. G.

Have talked with Ma[illegible] Co. on the W. Entrance to [illegible] Dalles [illegible] there is part of the [illegible] and the contractors [illegible] finish it. They [illegible] sion of time [illegible] completion [illegible] to use [illegible]

J. [illegible].

1936

regarding the attached

They both state that the contractors will have to go back next spring and do certain patching work on the job. However, they will not be paid for more quantities. We have paid them a semi-final and have retained $600.00 which will be released after they have performed certain work to the satisfaction of the Bureau.

Mr. Smith suggests that we have the minutes read that the job has been accepted by the Commission as of January 9th with the understanding that the contractors are going back and perform certain work on the portion which is known as NRM 36-C. If you do not care to do this just omit the acceptance until next spring and we will run it thru again.

J. McFarland.

The time extension should be granted until Nov, 12th as outlined in the attached correspondence.

January 29, 1936

H. B. G.

Have talked with H. G. Smith and Nash regarding the attached extension of time of Edlefsen-Weygandt Co.

They both state that the contractors will have to go back next spring and do certain patching work on the job. However, they will not be paid for more quantities. We have paid them a semi-final and have retained $600.00 which will be released after they have performed certain work to the satisfaction of the Bureau.

Mr. Smith suggests that we have the minutes read that the job has been accepted by the Commission as of January 9th with the understanding that the contractors are going back and perform certain work on the portion which is known as NRM 76-C. If you do not care to do this just omit the acceptance until next spring and we will run it thru again.

J. McFarland.

The time extension should be granted until Nov, 12th as outlined in the attached correspondence.

36-ac

March 25, 1936

Mr. W. A. King,
Assistant Manager,
American Surety Company of New York,
Yeon Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of March 23rd concerning the Edlefsen-Weygandt Company Contract No. 1722 — West Entrance to The Dalles Section in Wasco County.

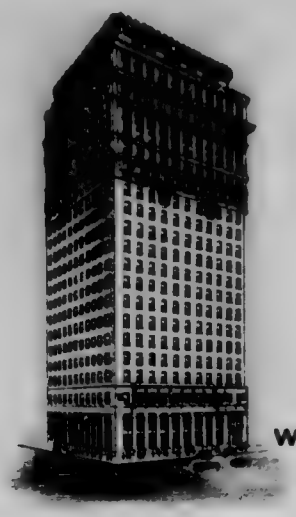
You are advised that this contract is completed except for a short section of the project which will have to be resurfaced. This work will not be done until the weather is favorable this spring. Final payment has not been made.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.



COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
VICE CHAIRMAN
A. F. LAFRENTZ
PRESIDENT

WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE AT 9438

PORTLAND, ORE.,

March 23, 1936.

RE: 12852-K Edlefsen-Weygandt Company -to- Oregon-Washington Railroad & Navigation Company and The Western Union Telegraph Company.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:-

May we request that you inform us the date of acceptance of contract completed by Edlefsen-Weygandt Company of this City for grading, surfacing and construction of bituminous macadam wearing surface on the West entrance to The Dalles Section of the Columbia River Highway in Wasco County, Oregon, a distance of 1.3 miles which said section of highway closely parallels the right of way and tracks of the said railroad company and lines of said Telegraph Company. In connection with that contract this company furnished Indemnity Bond to Oregon-Washington Railroad and Navigation Company and the Western Union Telegraph Company.

For that reason, we are interested in learning the date the completed contract was accepted or final payment made thereon to Edlefsen-Weygandt Company. We will appreciate your report.

Very truly yours,

W. A. KING
ASST. MANAGER

WAK:TG

36 a e

February 15, 1936

Mr. Clarence D. Porter, Manager,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 14th concerning the Edlefsen-Heygandt Company Contract No. 1722, West Entrance to The Dalles Section in Wasco County.

I am unable to furnish you with the final figures on this contract at the present time. The total amount paid to date is $58,906.67 and the retained percentage is $600.00. I understand that there is certain surfacing work which will have to be performed on this contract next spring so it will probably be sometime before final payment can be made.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

ARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

FEBRUARY FOURTEENTH,

1 9 3 6.

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

RE: Contract #1722-Edlefsen-Weygandt Co. Construction West Entrance to The Dalles Dec. Columbia River Highway in Wasco Co. Bond #40[illegible]

Are you able at this time to give us the final figures in connection with the above contract?

Very truly yours,

Clarence D. Porter,
Manager.

DC
P.I. # 58,906.67
I.D. # 600.00

REFERRED TO
BY SECRETARY

EDLEFSEN-WEYGANDT COMPANY

COPY

Portland, Oregon
Feb. 7, 1936.

Mr. R. H. Baldock, Engineer,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

We are in receipt of the final estimate of the West Entrance to The Dalles and feel somewhat disappointed inasmuch as it falls considerable short of cost. It is possible the work was bid in too low but we feel there were also other factors over which we had no control, but added materially to our cost.

1. Certain citizens of The Dalles constantly objecting to blasting causing the Engineer in charge to warn our men to load light which slowed up the work and increased cost.

2. The constant fear of having an injunction served influenced us to a large extent to drill and blast the entire portion which was used for the fill in Mill Creek.

3. The time limit for completion of bridge and the slow progress made by the contractor causing us to worry about completing our end on time, hence the drilling in advance which gave us no chance to experiment with the nature of the rock and its breaking qualities and possible changing method.

4. The constant sorting of rock, the large from the small, so not to cause damage to piling involving the handling of considerable quantities two and three times.

5. The finishing of road bed with large rock broken by hand labor when no smaller rock was available and the use of gravel from pit being declined unless delivered free. (gravel topping)

6. The excessive cost of breaking rock or the alternative of furnishing gravel topping free.

There are probably several other things which we can take up better in a meeting so if you will be kind enough to arrange a date for us we shall be pleased to take it up with you.

Yours respectfully,
Edlefsen-Weygandt Co.

P. H. Edlefsen, Pres.

FORM S-C-1 25775 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

36-a

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

January 17, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Attention: Mr. H. G. Smith

Dear Sir:

In response to your letter of January 16 regarding alignment map of the West Entrance to The Dalles Section I wish to advise that there were no changes made in the alignment during construction and that the line built is the same as shown on our original location map.

Peck, I believe, now has the original alignment and as soon as he is through with it he will send it to you.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl/e
cc J. E. Peck

FORM S-A-1 6M 8-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

36-F-2 C

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

January 8th, 1936

Mr. H. B. Glaisyer, Sec.
Oregon State Highway Commission
O f f i c e

NOTED
State Highway Engineer

Dear Sir:

In regard to the extension of time requested by Edlefsen-Weygandt on their contract #1722, West Entrance to The Dalles, I beg to advise that the Bureau of Public Roads concurred in this extension of time, and the following are extractions from their letter:

"On NRM 36-A, we have made a final inspection and will recommend acceptance of the project.

On NRM 36-C, we will withhold acceptance until the resurfacing at the east end is placed in satisfactory condition. Due to the fact that the contractor will not be able to complete this work until warm weather, we will recommend approval of the extension of time to June 15, 1936"

Therefore, Edlefsen-Weygandt's extension on NRM 36-C should be to June 6th.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

3666

#1722

Jan. 7, 1936.

Wasco County Oregon,
Christ Fenoroe, County Roadmaster,
The Dalles, Oregon.

Gentlemen:

We are in receipt of a carbon copy notice from the Oregon State Highway Commission, stating the fact that notice was filed with them regarding the balance of our account with you for crushed rock furnished us on our West Entrance to The Dalles Project.

We feel this was entirely unnecessary, for you know, it is almost impossible to make a final settlement of this nature until a contractor has received his final or semi-final estimate. This is due to the possible changing of quantities on the estimates and no definite amount is reached until all quantities are checked at Salem. Our Semi-final estimate was received approximately two weeks ago and due to the Holidays and end of the year rush, your account has been delayed longer than it normally would have been.

We are now enclosing herewith our check covering the account in full as per the quantities shown on our semi-final estimate.

Yours very truly,
Edlefsen-Weygandt Co.

GW/ED

Gordon Weygandt, Mgr.

cc - Oregon State Highway Comm.
cc - Fidelity & Deposit Co.

#1722

36 a c

January 6, 1936.

Fidelity & Deposit Company of Maryland
R. A. Pinney, Agent
Failing Building,
Portland, Oregon

Gentlemen:

We are in receipt of a carbon copy of a notice sent to Edlefsen-Weygandt Company, highway contractors, by Christ Fauerso, requesting payment of his claim against said company for crushed rock furnished them in connection with their contract for the construction of the West Approach of the Columbia River Highway into The Dalles, being State Highway Contract No. 1722. Mr. Fauerso is County Roadmaster for Wasco County Road Department, The Dalles. The balance claimed due is $867.00.

We are notifying you of this claim inasmuch as you appear as surety on the bond furnished by Edlefsen-Weygandt Company in connection with this contract.

Very truly yours,

Secretary

[redacted]

cc - Edlefsen-Weygandt Co.

WASCO COUNTY ROAD DEPARTMENT
THE DALLES, OREGON

_____ FILE

SUBJECT_____

COPY

January 3, 1936.

Edlefsen-Leyendt Co.,
General Contractors,
Box #5026,
Portland, Oregon.

Gentlemen:-

On November 24th, 1935 we mailed you statement covering all crushed rock furnished you on your contract for the East Approach of the Columbia River Highway into The Dalles.

As we are now in a new calendar year, and therefore facing audit of accounts, will you please take care of your account with us so that we will be able to close the same. Balance due is $867.00 payable to Wasco County Treasurer.

Very truly yours.

Christ Emerson,
Wasco County Road-
master.

cc J. L. Cook
H. B. Blewett

Bridges

36 a c

COST ANALYSIS---FINAL REPORT

January 2, 1936

Columbia River Highway, West Entrance to The Dalles Section
Grading-Paving, Contract #1722, Prefix 33-1103

Edlefsen-Weygandt Co., Contractors
J. E. Peck, Resident Engineer

NOTED
... Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Clearing & Grubbing	$165.30	All		$150.00	$150.00
Excavation Trench	106.10	106.1 C. Y.	$1.00	1.00	106.10
Excavation Common	58.25	310.8 " "	0.19	0.78	242.42
Excavation Solid	37,504.27	39,530.4 " "	0.95	0.78	30,833.71
Overhaul	1,317.75	37,650 " "	0.035	0.015	564.75
Truck Haul	2,288.20	4,761.1 Y. Mi.	0.48	0.12	572.05
Finish Rd. Bed & Slopes	1,904.89	1.255 Miles	1517.84	150.00	188.25
12" Corr. Galv. Iron Pipe	153.68	136 L. F.	1.13	1.27	172.72
18" " " " "	324.90	190 " "	1.71	1.90	361.00
72" " " " "	766.27	62 " "	12.36	13.00	806.00
Replacing Conc. Wall & Fence	155.10	76 " "	2.04	2.50	190.00
Remove Curbs	3.75	245 " "	0.015	0.05	12.25
Remove Sidewalks	11.54	91.03 Sq.Yd.	0.127	0.30	27.31
Catch Basin Replacement	31.02	One	31.02	25.00	25.00
Concrete Curb	160.27	274.2 L. F.	0.58	0.45	123.39
Concrete Sidewalks	142.38	69.82 Sq.Yd.	2.04	1.45	101.24
Cable Guard Fence	549.34	820 L. F.	0.67	0.94	770.80
Gravel Topping	2,296.19	11,431 C. Y.	0.20	0.28	3,200.68
Gravel Haul	3,381.85	26,727.59 Yd.Mi.	0.127	0.12	3,207.31
Gravel in Surf. & Shldrs.	2,501.04	2,829.5 C. Y.	0.884	0.90	2,546.55
Hauling Surf. & Shldr. Material	1,480.77	19,270.25 Yd.Mi.	0.077	0.12	2,312.43

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Crushed Rock Subbase	174.59	85 C.Y.	2.05	2.00	170.00
Filler	329.97	1504 " "	0.21	0.40	601.60
Filler Haul	325.18	2002 Y.Mi.	0.16	0.12	240.24
Sprinkling	88.90	98.012 M-G.	0.91	1.50	147.02
Min. Agg. in Place	4,863.67	1710.5 C.Y.	2.84	2.90	4,960.45
Asphalt in Place	3,452.82	102.75 Tons	33.60	32.50	3,339.38
Emulsified Cutback Asph.	724.11	17.508 "	41.36	40.00	700.32
Class "B" Asph. Conc.	2,494.60	301.58 "	8.27	8.30	2,503.11
Surface Finish Coat	212.11	1864.9 Sq.Yd.	0.114	0.11	205.14
	$67,968.81				$59,381.22

Total Cost	$67,968.81
Gross Earned	59,381.22
Net Loss	$8,587.59

Net Loss Equals 14.5% of Gross Earned

COST ANALYSIS---FINAL REPORT

January 2, 1936

Columbia River Highway, West Entrance to The Dalles Section
Grading-Paving, Conctract #1722, Prefix 33-1103

Edlefsen-Weygandt Co., Contractors
J. E. Peck, Resident Engineer

DETAILS OF COST

Labor:			
	Supervision	$2,745.00	
	Labor	17,672.35	
	State Industrial Accident Commission	1,285.50	
			$21,702.85
Materials:			
	Guard Rail Cable, 820 feet at $55/M	45.10	
	" " Posts, 83 at $3.10	257.30	
	Gravel Surface & Shldrs. 2829.5 C.Y. at .60	1697.70	
	Crushed Rock Subbase, 85 C.Y. at $1.50	127.50	
	12" Corr. Iron Pipe, 136 Ft. at $0.88	119.68	
	7" Bands, 4 at $1.09	4.36	
	18" Corr. Iron Pipe, 190 Lin. Ft. at $1.26	239.40	
	12" Bands, 7 at $1.86	13.04	
	72" Corr. Iron Pipe, 62 Lin. Ft. at $10.05	623.29	
	12½" Bands, 2 at $9.49	18.98	
			$3,146.35
Equipment Rental, Misc.:			
	Equipment Rental	$15,366.75	
	Gas, Oil & Grease	6,383.54	
	Hired Trucks	46.85	
	Hired Equipment	892.70	
	Water	6.86	
	Explosives	3,198.66	
	Small Tools & Misc. Supplies	1,297.63	
	Freight & Cartage	764.27	
	Repairs	112.63	
	Lumber	83.66	
	Drill Steel & Bits	596.10	
	Miscellaneous Expense	328.70	
	Bond	614.58	
	Home Office, 2% Gross Earned	1,187.62	
	Public Liability & Property Damage	400.00	
	Barthold Sub Contract:		
	Replacing Conc. Wall & Fence 76 Lin. Ft. at $1.97	150.00	
	Catch Basin Replacement, 1 at $30.00	30.00	
	Concrete Curbs, 274.2 Lin. Ft. at $0.56	155.00	
	Concrete Sidewalk, 69.82 Sq. Yd. at $1.97	137.70	
			472.70

Babler Bros. Sub Contract:			
Mineral Aggregate in Place, 1710.50 C.Y. at $2.75	$4,703.88		
Asphalt in Place, 102.75 Tons at $32.50	3,339.38		
Cutback Asphalt in Seal Coat, 17.508 Tons at $40.00	700.32		
		$8,743.58	
United Contracting Co. Sub Contract:			
Class "B" Asphaltic Concrete, 301.58 Tons at $8.00	2,412.64		
Surface Finish Coat, 1864.9 Sq. Yds. at $0.11	205.14		
		$2,617.78	
			$43,119.61
TOTAL COST			$67,968.81

January 2, 1936

COST ANALYSIS---FINAL REPORT

Columbia River Highway, West Entrance to The Dalles
Section, Grading-Paving, Contract #1722,
Prefix 33-1103

Edlefsen-Weygandt Co., Contractors
J. E. Peck, Resident Engineer

REMARKS:

Work on this contract was started March 18, 1935 and was completed November 14, 1935. The work consisted of the grading, surfacing and construction of bituminous macadam wearing surface of 1.3 miles of roadway.

The excavation materials consisted of Columbia River basalt. The formation in some cuts were a direct continuation of solid foundation of nearby residences, which necessitated great care in blasting. The drilling and blasting operations were nearly complete before a 1¼ C.Y. P & H shovel was moved in. After the shovel started it was found that the material had been poorly shot; the cause of this can in part be attributed to the tough character of the rock and to the wide spacing of drill holes. The shovel operated 1377 hours to excavate 39530.4 cubic yards, an average of only 29 cubic yards per hour.

An excessive amount of repairs, due to large rocks, was necessary to keep the shovel and large Mack trucks in running condition. The repair labor was included in the cost, but the cost of parts was considered to be taken care of by the equipment rental. At the close of the job, the contractor estimated that it would cost $2500.00 to overhaul the shovel.

The gravel topping was obtained from the Klindt pit, located about 2 miles from the center of the job. A 3/8 cubic yard Bay City shovel operated 326 hours to excavate 11,431 cubic yards, an average of 35 cubic yards per hour. The pit run material contained very little over-size, making it unnecessary to grizzley. The road to pit was hard to keep in condition. No stripping of pit was necessary.

The gravel in surfacing and shoulders was obtained from the Chandler pit, located on The Dalles-California Highway, approximately seven miles from the middle of the project. The hauling was done during the month of July, being dumped into stockpiles and later it was picked up with a 3/8 cubic yard Bay City shovel and hauled in trucks. The long hauls and the good condition of the road contributed very much to the low hauling cost.

The bid items comprising Replacement of Concrete Wall & Fence, Concrete Curb and Concrete Sidewalks were sublet to Mr. Barthold of The Dalles; Class "B" Asphaltic Concrete & Surface Finish Coat to United Contracting Co.; Mineral Aggregate in Place, Asphalt in Place and Cutback Asphalt to Babler Bros.

The closeness to town, poor drilling and shooting were major causes for the high cost of solid excavation. If the shovel had been brought on the job at the start of operations, the shooting and drilling deficiencies might have been corrected. The drilling & shooting also had a bearing on the finishing roadbed cost, because the drill holes were not deep enough. The high cost of overhaul and truck haul was due to low hourly output of shovel.

E. H. Clymer

By

Henry Jullum

FORM S-A-1 8M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

36 C

OREGON STATE HIGHWAY COMMISSION

SALEM

December 31st, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Attention: T. M. Davis

Dear Sir:

Reference is made to your request for data concerning the original extension of time granted Edlefsen-Weygandt on their contract #1722, covering Oregon NRH 36-A and NRH 36-C. This extension was approved by the Commission upon Mr. Lytle's recommendation that: "Due to peculiar local conditions the contractor was unable to shoot the rock heavy enough to break it up so that it could be handled. They have worked two and three shifts and did the best they could to complete the job. A great portion of the excavation had to be hauled across the bridge at Mill Creek which bridge was not completed until July 31. This feature was covered in the contract, but it was not practical to haul the materials any way other than across this bridge."

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock,

FORM S-A-1 SM 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

#1722

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 24th, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Attention: Mr. Davis

Dear Sir:

I am requesting that you concur in an extension of time to Edlefsen-Weygandt on their contract #1722, West Entrance to The Dalles, from October 31, 1935 to June 15, 1936.

Edlefsen-Weygandt finished their job on November 12, 1935 and have asked for an extension to November 12, 1935, but the small section of bituminous resurfacing on the street of The Dalles, which was sub-contracted to the United Contracting Company, was unsatisfactory and has not been accepted. This portion cannot be repaved until suitable weather, during the spring of 1936.

The original over-run of 12 days was ocassioned by extreme cold weather during the latter part of October, which was not anticipated, the the necessity for re-advertising the bridge over Mill Creek, which change of plans was necessary be request of the Army Engineers on the Bonneville Dam. This change in bridge plans undoubtedly caused some delay to the grading contractor. The extension to next spring will cause no additional expense and must be granted, as the job is unacceptable in its present condition.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock
K. D. Lytle

Form 818—6M—2-36

36 a c

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending ..... 30 ....., 1935

Section Westbound Inspector

Kind of work Surfacing

Highway Coast River

Section prefix [illegible]

Contractor [illegible]

Contract number [illegible]

Date of contract [illegible], 193[illegible]

Date of completion [illegible], 193[illegible]

Date work started [illegible], 193[illegible]

Estimated date of completion [illegible], 193[illegible]

Amount of contract $ [illegible]

Per cent of time elapsed [illegible] %

Estimated cost of completed project, exclusive of engineering $ [illegible]

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ [illegible] [illegible] %

Date project was completed NOV 12, 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible]

Signed .....

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,
Compressors ....., Bull Dozers ....., Sheet-foot rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM S-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 18, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

With reference to the asphaltic concrete work done by the United Contracting Company at The Dalles, will you kindly advise in what respect the asphaltic work was unsatisfactory and whether it can be remedied without an entirely new retopping. A liberal estimate of cost should also be included.

The job cannot be accepted from the general contractor, of course, until the job is completely satisfactory, and you should issue no certification of completeness until this is done. However, we can release the ten percentage except the amount which you consider necessary to hold back. This however should be sufficiently liberal to insure the contractor completing at the earliest possible moment, as we do not care to complete the job with our own forces.

We went to considerable trouble to void our agreement with [illegible] sub-bonding, and we are under no obligations to unduly accommodate Mr. Hoyt if he has not done a satisfactory job.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-C-1 22778 2M 6-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

[illegible]935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. J. G. Smith.

Dear Sir:

The asphaltic concrete work done by the United Contracting Company, at The Dalles is not satisfactory. I had Mr. Hoyt meet me there last week and he agreed the work was poorly done and that he would be glad to go over it again and fix it. However, he doubted that he could do a good job this late in the fall and wished to defer it until next spring,

He agreed to the with holding of any amount we thought sufficient to guarantee a good job but did not want to have any of the money due for the other work held up on his account. I would like to be advised if this can be arranged or if it will be agreeable with you to put off the work until next spring.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

KDL/e
cc Edlefsen Engineering Co.

36 ac

[illegible] est entrance to [illegible]

[illegible] lumbia River

[illegible] o

[illegible] ,

[illegible] ,

[illegible] ,

FORM S-A-1 31943 5M 2-35

COMMISSIONERS:
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

September 19, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

In regard to your letter concerning the request of Edlefsen-Weygandt to sub-let the Asphaltic Concrete on The Dalles Section of the Columbia River Highway to the United Contracting Company, in which you state that you have made arrangements for the purchase of the mineral aggregate.

There would seem no reason why the United Contracting Company cannot assume you obligation to purchase this material, and relieve us of the trouble of laying this pavement, therefore please take this up direct with Edlefsen & Weygandt and the United Contracting Company to see if it cannot be arranged. However, if you have actually paid for the material, I find that it will be impossible under the Federal Regulations to re-sell it; therefore the exchange can only be made if the material is not actually purchased by the state.

If the United Contracting Company sublets the work, they may lay the asphaltic concrete immediately without waiting for the finish of the bituminous macadam.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

83778 2M 6-35

COMMISSIONERS
MARY F. CABELL, CHAIRMAN, PORTLAND
B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

September 16, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: ~~Mr.~~ H. G. Smith.

Dear Sir:

Reference is made to your letter of September 14 relative to granting permission to Edlefsen-Weygandt to sub-let the asphalt concrete on the West Entrance to The Dalles section of the Columbia River Highway to the United Contracting Company.

Some months ago the contractor wrote and requested that the paving be done by the state in accordance with the provisions as set forth in the contract. I immediately made arrangements for the mineral aggregate and am under obligations to take it. If the United Contracting Company will take these materials off our hands I would have no objections to re-letting the work. However, I am opposed to the placing of the asphaltic pavement before the bituminous mac dam is laid as we find that it is impossible to make satisfactory joints between the two types of pavement if the asphaltic pavement is laid before the other.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl'e

FORM S-A-1 31948 2M 8-35

COMMISSIONERS:
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
September 14, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

The United Contracting Company have requested permission to sub-let the Asphaltic Concrete on Edlefsen-Weygandt's West Entrance to The Dalles. This is agreeable to this office, if you have not made unchangeable arrangements to do the work by state forces. It is our understanding that some arrangements have been made to do this work by state forces at the contractor's request and that possibly it will be inconvenient to change.

If done by the United Contracting Co. they wish to place the hot stuff immediately before the bituminous macadam.

Please advise immediately if these arrangements meet with your approval.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM S-A-1 16819 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 29, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. L. Johnson,
Office Manager,
Kilefsen-Weygandt Company,
Columbia Blvd. & N.Calvert Ave.
Portland, Oregon.

Dear Sirs

We are attaching herewith a copy of the original executed agreement of sub-contract between Babler Brothers and your company for the oiling work at The Dalles, as requested in your letter of July 25th.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

NOTED

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock
[redacted]

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. NRH 36-A (1935)
~~& NRH 36-C (1935)~~

POST OFFICE BUILDING
PORTLAND, OREGON

July 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered projects.

Very truly yours,

W. H. LYNCH
District Engineer

By J. J. Caufield
J. J. Caufield
Highway Engineer

Encls.

Jon

Hwy 25775

Form P. R. 2

State Oregon

U. S. Public Works Highway Project No. ERH 36, Section A
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933, and Act approved June 18, 1934, (Public No. 393, 73rd Congress);

Whereas the Highway Department of said State submitted on the 13th day of November revised, 1933, a project statement, which was approved by the Secretary on the 22nd day of November, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eighteen thousand, four hundred eighty-eight and 42/100

dollars ($ 18,488.42) as the share of the United States payable under said act on account of Section A of said project, which [redacted] is 10% of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

S—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the Act of June 18, 1934

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 873+09.1 in the NW 1/4 Sec. 33, T 2 N, R 13 E, and survey station 904+38.8 at the west city limits of The Dalles, in the SE 1/4 Sec. 33, T 2 N, R 13 E, W.M.

of a

, length 0.592 / mile/, in Wasco County,

Highway (1935),

being Section A of Oregon U. S. Public Works / project No. NRH 36, consisting of

of a

0.592 / mile/ of roadway and no bridges, each of more than 20 feet clear span, known ~~as a mile in length~~ locally as the West entrance to The Dalles section of the Columbia River Highway, between official control points Portland and The Dalles.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—8518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of eighteen thousand, four hundred eighty-eight and 42/100 dollars ($ 18,488.42), certified to the Secretary of the Treasury as above mentioned, which is [redacted] dollars ($[redacted]), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, laws of 1927, and Chapter 88, laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.....

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22nd day of June, 1931

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By .....

Member, State Highway Commission
(Title of officer)

By Earl Boyington

Member, State Highway Commission
(Title of officer)

By .....

.....
(Title of officer)

By .....

.....
(Title of officer)

Secretary of Agriculture

By .....

Acting Chief, Bureau of Public Roads

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Public Works Highway Project No. ~~EEH 34-A~~, (1935), State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 18,488.42 as the total estimated cost of said project, and the sum of $ 18,488.42 as the share of the United States, payable under said acts on account of such project, which is the [redacted] total estimated cost.

Done at the city of Washington, this 22nd day of June one thousand nine hundred and thirty five

SECRETARY OF AGRICULTURE,

By R. D. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4030

36 a c

#1722

July 17, 1935

Fidelity & Deposit Company of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to advise that a claim has been filed by Joseph Stadelman and Nellie Stadelman, husband and wife, against the bond furnished by Edlefsen-Neygandt Co. in connection with State Highway Contract #1722 covering construction of the West Entrance to The Dalles in Wasco County. This claim amounts to $1,250.00 plus costs, and represents damage to their property resulting from highway construction work.

This information is given you as you appear as surety on the bond involved.

Very truly yours,

MBG:OC

Secretary

cc Edlefsen-Neygandt Co.,
Columbia Bond vard & N.Calvert St.
Portland, Oregon

July 17, 1935

Galloway & Krier
Attorneys at Law
The Dalles, Oregon

Gentlemen:

This acknowledges receipt of your letter of July 16th enclosing notice of claim of Joseph Stadelmand and wife, against Edlefsen-Heygandt Co., being for damage to their property, resulting from highway construction work being undertaken by contractor Edlefsen-Heygandt Company at the west entrance of the Columbia River Highway into The Dalles, State Highway contract No. 1722.

We are noting this claim in the records of the State Highway Commission and will notify the contractor and the surety on the bond furnished in connection with this job, that such claim has been filed.

Very truly yours,

HBG:OG

Secretary

FRANCIS V. GALLOWAY
ATTORNEY AT LAW
PIONEER BUILDING
THE DALLES, OREGON

ROSCOE KRIER

July 16, 1935

Mr. H. B. Glaisyer, Sec.
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: West Entrance to The Dalles
Section, Columbia River Highway;
Project 1837, Contract 1722.

On the 25th ult., we advised you that action had been started against the Edlefsen-Weygandt Company for damages to the residences of Dr. Coberth and Mr. W. H. A. Todd, caused by alleged negligent blasting by the contractor.

This will further advise you that yesterday we filed action against the company for Mr. and Mrs. Joseph Stadelman, householders in that vicinity. Their damage is alleged in the sum of $1000.00 and special damages in the sum of $250.00. Copy of the Stadelman complaint is herewith enclosed for your files.

These three cases are all that we will file, according to our present information. We represent Dr. B. C. Olinger but his damage is minor compared with the others and probably his claim will ride along with the others if they are settled.

Our clients are concerned by the probability that the insurance of Edlefsen-Weygandt Company has provision for limited liability insufficient to cover all of the claims we represent. We therefore will probably make every effort to get the cases disposed of by settlement or trial before final settlement with the contracting company with the State.

Very truly yours,

GALLOWAY & KRIER

By F. V. G.

FVG:B
Encl.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR WASCO COUNTY

Filed July 15, 1935

JOSEPH STADELMAN and NELLE STADELMAN, husband and wife, Plaintiffs,	)	
vs.	)	COMPLAINT AT LAW
KDLEFSEN-WEYGANDT CO., a corporation, Defendant.	)	Case # 5537

Come now the plaintiffs above named and for cause of action against the above named defendant, allege the following facts:

I.

That at all times named herein, defendant has been and now is a corporation, engaged in the contracting business, with special reference to highway construction, and maintaining its principal office and place of business at Columbia Blvd. and N. Calvert Avenue, in Multnomah County, Oregon.

II.

That at all times named herein, plaintiffs Joseph Stadelman and Nelle Stadelman have been and now are husband and wife, and have been and now are the owners and in possession of the following described real property in Dalles City, Wasco County, Oregon:

> Parcel of land in Block 9 of Trevitt's Addition to Dalles City and unplatted land adjoining on the West and South sides and all described as follows:
>
> Beginning on the South line of Fourth Street at a point 141 feet Westerly from the N. W. corner of Block 4 of Trevitt's Addition to Dalles City, thence along the South side of Fourth Street Westerly 109 feet to N. W. corner of Block 9 of said Trevitt's Addition; thence Southwesterly 210 feet more or less following the property line two feet inside of present cement sidewalk to stone wall marking the old division line of Shackelford-Marden property as described in Deeds Vol. 45,

page 547, and Vol. 54, page 239; thence south 0° 56' W. 55 feet, more or less along stone wall to top of bluff; thence South 64° 10' E. 51.5 feet along stone wall and rim of bluff; thence South 31° 50' E. 90 feet along rim of bluff to wooden stake; thence south 58° 20' E. parallel to Fourth Street, 66 feet more or less to a wooden stake at a point westerly 109 feet from the west line of Pentland Street; thence North 33° 40' E. parallel with Pentland Street 250 feet more or less to Fourth Street to place of beginning and containing approximately four-fifths (4/5) of an acre.

And that situated on the real property in this paragraph described, plaintiffs, at all times named herein, have owned and occupied their residence building, generally described as house and garage, constructed of stone, which said residence property of plaintiffs is known and designated as 412 West Fourth Street, The Dalles, Wasco County, Oregon.

III.

That on March 6, 1935, defendant Edlefsen-Weygandt Co., a corporation, entered into a contract with the State Highway Commission of the State of Oregon, whereby defendant engaged to build, construct, grade and surface what is designated and known as the west entrance to The Dalles Section of the Columbia River Highway in Wasco County, Oregon, approximately 1.3 miles in length, extending from Station 873+09.1, 0.59 miles west of the city limits of The Dalles, westerly to Station 942+00, which station is 224 feet east of the intersection of Second and Lincoln Streets in the city of The Dalles. That said highway project is designated on the records of the Oregon State Highway Commission as Project No. 1837; and said contract is designated as Contract No. 1722.

That immediately after March 6, 1935, the defendant, pursuant to its said contract with the Oregon State Highway Commission, entered upon and took complete possession of the highway right-of-way herein referred to (particularly the portion thereof within Dalles City) by its agents and employees, and moved its physical equipment and properties thereupon.

IV.

That the easterly .7 of a mile of the highway right-of-way herein referred to, lies within the corporate limits of Dalles City; and that all of the blasting operations by defendant which damaged plaintiffs' property as hereinafter described, were, by the defendant, conducted upon and in process of construction of said .7 mile of highway right-of-way, within the corporate limits of Dalles City. And that the easterly end of said highway project where the blasting operations herein described were carried on by defendant, is in close proximity to numerous, well constructed, and attractive residence properties in Dalles City, including the above described residence property of plaintiffs. And that the easterly end of said highway project goes through and requires an almost solid rock cut exceeding 22 feet in depth from the surface, for a considerable distance.

V.

That from and on April 27, 1935, to and on May 11, 1935, defendant, in process of said highway construction work on the easterly portion thereof within corporate limits of Dalles City, used large quantities of explosives, and continuously carried on blasting operations in the loosening and removal of rock; and that in so doing said defendant trespassed upon, under and over, and broke into plaintiffs' said real estate, and the improvements thereon as herein described, with force and violence by means of said explosives of great power and frequency, and in close proximity to plaintiffs' said real estate and improvements thereon, and that the defendant then and thereby caused and produced violent concussions and vibrations of the earth and air, and the force of said explosions was transmitted through the soil, rock, and substratum of the earth, thereby jarring, cracking, and breaking the walls,

foundations, and exterior and interior finishings of plaintiffs' residence house, all to plaintiffs' general damages in the sum of $1000.00.

VI.

That plaintiffs will be compelled to remove with their family and household from said residence property and live elsewhere during the reconstruction and repairing period made necessary by the damages above alleged, to the plaintiffs' further and special damages in the further sum of $350.00.

If the foregoing portion of this complaint should, by the Court be found not to state a cause of action against defendant; then, without waiving exceptions to any adverse rulings in that regard, plaintiffs allege the following cause of action against the defendant:

I.

That at all times named herein, defendant has been and now is a corporation, engaged in the contracting business, with special reference to highway construction, and maintaining its principal office and place of business at Columbia Blvd. and N. Calvert Avenue, in Multnomah County, Oregon.

II.

That at all times named herein, plaintiffs Joseph Stadelman and Nelle Stadelman have been and now are husband and wife, and have been and now are the owners and in possession of the following described real property in Dalles City, Wasco County, Oregon:

> Parcel of land in Block 8 of Trevitt's Addition to Dalles City and unplatted land adjoining on the West and South sides and all described as follows:
>
> Beginning on the South line of Fourth Street at a point 141 feet Westerly from the N. W. corner of Block 4 of Trevitt's

Addition to Dalles City, thence along the South side of Fourth Street Westerly 109 feet to N. W. corner of Block 9 of said Trevitt's Addition; thence Southwesterly 210 feet more or less following the property line two feet inside of present cement sidewalk to stone wall marking the old division line of Shackelford-Warden property as described in Deeds Vol. 45, page 547, and Vol. 54, page 239; thence south 0° 56' W. 55 feet, more or less along stone wall to top of bluff; thence South 64° 10' E. 51.5 feet along stone wall and rim of bluff; thence South 31° 50' E. 90 feet along rim of bluff to wooden stake; thence south 56° 20' E. parallel to Fourth Street, 66 feet more or less to a wooden stake at a point westerly 109 feet from the west line of Pentland Street; thence North 33° 40' E. parallel with Pentland Street 250 feet more or less to Fourth Street to place of beginning and containing approximately four-fifths (4/5) of an acre.

And that situated on the real property in this paragraph described, plaintiffs, at all times named herein, have owned and occupied their residence building, generally described as house and garage, constructed of stone, which said residence property of plaintiffs is known and designated as 413 West Fourth Street, The Dalles, Wasco County, Oregon.

III.

That on March 6, 1935, defendant Edlefsen-Feygandt Co., a corporation, entered into a contract with the State Highway Commission of the State of Oregon, whereby defendant engaged to build, construct, grade and surface what is designated and known as the west entrance to The Dalles Section of the Columbia River Highway in Wasco County, Oregon, approximately 1.3 miles in length, extending from Station 873+09.1, 0.59 miles west of the city limits of The Dalles, westerly to Station 942+00, which station is 224 feet east of the intersection of Second and Lincoln Streets in the city of The Dalles. That said highway project is designated on the records of the Oregon State Highway Commission as Project No. 1837; and said contract is designated as Contract No. 1722.

That immediately after March 6, 1935, the defendant, pursuant to its said contract with the Oregon State Highway Commission,

entered upon and took complete possession of the highway right-of-way herein referred to (particularly the portion thereof within Dalles City) by its agents and employees, and moved its physical equipment and properties thereupon.

IV.

That the easterly .7 of a mile of the highway right-of-way herein referred to, lies within the corporate limits of Dalles City; and that all of the blasting operations by defendant which damaged plaintiffs' property as hereinafter described, were, by the defendant, conducted upon and in process of construction of said .7 mile of highway right-of-way, within the corporate limits of Dalles City. And that the easterly end of said highway project where the blasting operations herein described were carried on by defendant, is in close proximity to numerous, well constructed, and attractive residence properties in Dalles City, including the above described residence property of plaintiffs. And that the easterly end of said highway project goes through and requires an almost solid rock cut exceeding 22 feet in depth from the surface, for a considerable distance.

V.

That from and on April 27, 1935, to and on May 11, 1935, defendant, in process of said highway construction work on the easterly portion thereof within the corporate limits of Dalles City, negligently and carelessly used large quantities of explosives, and continuously and negligently carried on extensive blasting operations in the loosening and removal of rock; and that in so doing, said defendant carelessly and negligently and thereby, trespassed upon, under and over, and broke into plaintiffs' said real estate and the improvements thereon as herein described, with force and violence, by means of said explosives of great power and frequency,

and in close proximity to plaintiffs' real estate and improvements thereon; and that as the direct, immediate, and proximate result of defendant's carelessness, negligence and disregard for the comfort and property rights of plaintiffs, then and thereby caused and produced violent concussions of the earth and air, and the force of said explosions was immediately and directly transmitted through the soil, rock and substratum of the earth, thereby jarring, cracking, and breaking the walls, foundations, and exterior and interior finishings of plaintiffs' residence house, as the immediate, proximate and direct consequence of defendant's negligence, all to plaintiffs' general damages in the sum of $1000.00.

VI.

That prior to April 27, 1935, and before any of the negligent blasting operations herein complained of, notice was given to defendant of the existence of the residence properties, particularly plaintiffs', in close proximity to said construction work, and the defendant was warned of the danger to plaintiffs' property therefrom.

That defendant, at all times herein stated, negligently employed one _____ as foreman and superintendent, in charge of its said construction work, and particularly including said blasting operations, who was incompetent in that he did not have sufficient or any knowledge of the character and condition of the rock and soil in which explosives were used as herein alleged, and did not have sufficient or any knowledge of the character of explosives he was using therein, and was incapable of foreseeing the natural and probable consequences to residences in that immediate vicinity, including plaintiffs' said residence, of said blasting operations directed by him. And that defendant well knew

the incompetency and unfitness of said _____ when it employed him and kept him so employed.

VII.

That the defendant was then and there, in conducting said blasting operations, negligent in the following particulars:

1. In conducting and carrying on said blasting operations after being warned of the great and immediate danger thereof to plaintiffs' said residence property.

2. In carrying on said blasting operations without making any tests of soil, rock, rock structure in the immediate vicinity thereof to ascertain the reasonably probable extent of the concussion therefrom.

3. In undertaking and carrying on said blasting operations in close proximity to plaintiffs' said residence property.

4. In carrying on said blasting operations under circumstances then and there existing with reference to proximity of residences, particularly plaintiffs', and the compact, solid and rocky character of the substratum, which would and did transmit violent earth concussion throughout said residential district and particularly under and around the residence of plaintiffs, all requiring the greatest care and extreme caution on the part of the defendant.

5. In employing and maintaining on said construction work, an incompetent superintendent.

6. In attempting to shoot in excess of 300 powder holes in one blast, whereas the maximum number of powder holes that could and should have been shot under circumstances then existing, should not have exceeded 50.

7. In placing explosives too deep in the rock and making one blasting lift exceed 22 feet in depth, whereas the blasting lift under circumstances then and there existing, should not have exceeded 10 feet.

8. In using great and excessive quantities of explosives for single discharges in said blasting operations.

VIII.

That plaintiffs will be compelled to remove with their family and household from said residence property, and live elsewhere during the reconstruction and repairing period made necessary by the damages above alleged, to plaintiffs' further and special damages in the sum of $250.00.

IX.

That as the direct, immediate and proximate result of defendant's negligence, in the particulars herein alleged and detailed, plaintiffs have been and are generally damaged in the sum of $1000.00 and further specially damaged in the sum of $250.00.

WHEREFORE, Plaintiffs demand judgment against defendant in the sum of $1000.00 general damages, and in the further sum of $250.00 special damages, and for their costs and disbursements herein.

Calloway & Krier
Attorneys for Plaintiffs

STATE OF OREGON)
) ss.
County of Wasco)

I, Joseph Stadelman, being duly sworn, say, that I am one of the plaintiffs above named and that the foregoing complaint is true as I verily believe.

Joseph Stadelman

Subscribed and sworn to before me this 12th day of July, 1935.

Francis V. Galloway
Notary Public for Oregon
My commission expires July 13, 1935.

(Notarial Seal)

STATE OF OREGON)
County of Wasco) ss.

I hereby certify that the foregoing is a true and correct copy of the original complaint in the above entitled action and of the whole thereof.

Francis V. Galloway
One of Attorneys for Plaintiffs.

IRR 3-a.e

#1722

JUNE 26, 1935.

Messrs. Galloway & Kriss,
Attorneys at Law,
The Dalles, Oregon.

Re: [illegible]

This acknowledges receipt of your letter of June 25th enclosing copies of complaint which Thompson Coberth and William H. A. Todd are serving against Edlefsen-Heygandt Company, the same being for damages alleged to have resulted from blasting operations conducted by Edlefsen-Heygandt Company in connection with their contract with the State Highway Commission for the construction of the west entrance of Columbia River Highway into The Dalles.

I am bringing this matter to the attention of the contractors, and the surety on the bond furnished by them, in connection with this project.

Yours very truly,

Secretary

SPC:[illegible]
cc - Edlefsen-Heygandt Co.
cc - Fidelity & Deposit Co.
of Maryland

FRANCIS V. GALLOWAY
ATTORNEY AT LAW
PIONEER BUILDING
THE DALLES, OREGON

ROSCOE KRIER

June 20, 1938

Mr. H. B. Glaisyer, Sec.
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: West Entrance to The Dalles Section, Columbia River Highway; Project 1837, Contract 1722.

We thank you for your courtesy in sending us, on the 14th inst., certified copy of contract between the Highway Commission and Eulefsen Weygandt Co., involving construction of the west entrance to The Dalles Section, Columbia River Highway.

This will further advise you that on behalf of two house holders in the vicinity, we have filed damage actions against the contracting company for alleged negligent blasting, which badly damaged our clients' houses by the concussion transmitted through the rock and soil. We represent two other clients, and probably another action will be started in a few days.

The cases filed are those of Dr. Gobert and William A. Todd, respectively, against the contracting company. The estimate for repairs to the Gobert house is $973.00. We think that a fair estimate of the damage to Mr. Todd's house is 1350.00. The other case which we will probably file will be for Mr. and Mrs. Joseph Stadelman in approximately $1000.00.

Copies of the two complaints on file are hereto enclosed for your records. The Commission will probably want to keep advised of the progress of this side-issue; and possibly these damage actions may figure in the financial winding up of the business.

Very truly yours,

GALLOWAY & KRIER

By T. V. G.

FVG:B
Enc.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR WASCO COUNTY

THOMPSON COBERTH,

Plaintiff,

vs.

EDLEFSEN-WEYGANDT CO., a corporation,

Defendant.

Filed 6/24/35

COMPLAINT AT LAW

Case # 5526

Comes now the plaintiff above named and for cause of action against the above named defendant, alleges the following facts:

I.

That at all times named herein, defendant has been and now is a corporation, engaged in the contracting business, with special reference to highway construction, and maintaining its principal office and place of business at Columbia Blvd. and N. Calvert Avenue, in Multnomah County, Oregon.

II.

That at all times named herein, plaintiff has been and now is the owner in fee simple and in possession of the following described real property in Dalles City, Wasco County, Oregon:

> Beginning at a point on the North line of the land described in Volume "P", Page 308, of the Deed Records of Wasco County, Oregon, due North of an iron rod and boulder marked "S/M", said iron rod being on the South line of The Dalles and Sandy Wagon Road and two hundred nine (209) feet North and one hundred thirty-six and two-tenths (136.2) feet East of the Northwest corner of Block twenty-five (25) of Fort Dalles Military Addition to Dalles City; thence South twelve (12) feet to the above described iron rod; thence South no (0) degrees fifty-one (51) minutes East fifty-one and five-tenths (51.5) feet; thence South thirty-one (31) degrees fifty (50) minutes East ninety (90) feet; thence South fifty (50) degrees twenty (20) minutes East parallel with 4th Street to a point one hundred nine (109) feet Westerly from the East line of Pentland Street to the North line of Fort Dalles Military Addition to Dalles

City; thence North fifty-nine (59) degrees ten (10) minutes West to a point due South of a point in the South line of the Dalles and Sandy Wagon Road, two hundred (200) feet Easterly from the intersection of said South line of the Dalles and Sandy Wagon Road and the East line of Trevitt Street; thence North to the center of the Dalles and Sandy Wagon Road; thence Easterly to the place of beginning, EXCEPTING from the above described property certain land deeded to B. C. Olinger as described in Volume 60, Page 473, of Wasco County Deed Records; and also EXCEPTING from the above described property certain land deeded to M. Z. Donnell et ux by Thompson Coberth, particularly described in a deed recorded in Volume 78, Deed Records of Wasco County, Oregon at page 542, City of The Dalles, County of Wasco, State of Oregon.

And that situated on the real property in this paragraph described, plaintiff at all times named herein, has owned and occupied his residence buildings, generally described as house and garage, constructed of interlocking concrete bricks, with stucco finish on exterior, and decorated plaster walls on the interior of house, and tiled roofs, which said residence property of plaintiff is known and designated as 508 West Fourth Street, The Dalles, Wasco County, Oregon.

III.

That on March 6, 1935, defendant Edlefsen-Weygandt Co., a corporation, entered into a contract with the State Highway Commission of the State of Oregon, whereby defendant engaged to build, construct, grade and surface what is designated and known as the west entrance to The Dalles Section of the Columbia River Highway in Wasco County, Oregon, approximately 1.3 miles in length, extending from Station 873+09.1, 0.59 miles west of the city limits of The Dalles, westerly to Station 943+00, which station is 324 feet east of the intersection of Second and Lincoln Streets in the city of The Dalles. That said highway project is designated on the records of the Oregon State Highway Commission as Project No. 1837; and said contract is designated as Contract No. 1722.

That immediately after March 6, 1935, the defendant, pursuant to its said contract with the Oregon State Highway Commission,

entered upon and took complete possession of the highway right-of-way herein referred to (particularly the portion thereof within Dalles City) by its agents and employees, and moved its physical equipment and properties thereupon.

IV.

That the easterly .7 of a mile of the highway right-of-way herein referred to, lies within the corporate limits of Dalles City; and that all of the blasting operations by defendant which damaged plaintiff's property as hereinafter described, were, by the defendant, conducted upon and in process of construction of said .7 mile of highway right-of-way, within the corporate limits of Dalles City. And that the easterly end of said highway project where the blasting operations herein described were carried on by defendant, is in close proximity to numerous, well constructed, and attractive residence properties in Dalles City, including the above described residence property of plaintiff. And that the easterly end of said highway project goes through and requires an almost solid rock cut exceeding 22 feet in depth from the surface, for a considerable distance.

V.

That from and on April 27, 1935, to and on May 11, 1935, defendant, in process of said highway construction work on the easterly portion thereof within corporate limits of Dalles City, used large quantities of explosives, and continuously carried on blasting operations in the loosening and removal of rock; and that in so doing said defendant trespassed upon, under and over, and broke into plaintiff's said real estate, and the improvements thereon as herein described, with force and violence by means of said explosives of great power and frequency, and in close proximity to plaintiff's said real estate and improvements thereon, and that

the defendant then and thereby caused and produced violent concussions and vibrations of the earth and air, and the force of said explosions was transmitted through the soil, rock, and substratum of the earth, thereby jarring, cracking, and breaking the walls, foundations, and exterior and interior finishings of plaintiff's residence house, and the walls and exterior of plaintiff's garage, and loosening the tile roofing on plaintiff's house and garage, all to plaintiff's general damages in the sum of $2676.00.

VI.

That plaintiff will be compelled to remove with his family and household from said residence property and live elsewhere during the reconstruction and repairing period made necessary by the damages above alleged, to the plaintiff's further and special damages in the further sum of $250.00.

If the foregoing portion of this complaint should, by the Court be found not to state a cause of action against defendant; then, without waiving exceptions to any adverse rulings in that regard, plaintiff alleges the following cause of action against the defendant:

I.

That at all times named herein, defendant has been and now is a corporation, engaged in the contracting business, with special reference to highway construction, and maintaining its principal office and place of business at Columbia Blvd. and N. Calvert Avenue, in Multnomah County, Oregon.

II.

That at all times named herein, plaintiff has been and now is the owner in fee simple and in possession of the following de-

scribed real property in Dalles City, Wasco County, Oregon:

> Beginning at a point on the North line of the land described in Volume "P", Page 308, of the Deed Records of Wasco County, Oregon, due North of an iron rod and boulder marked "S/M", said iron rod being on the South line of The Dalles and Sandy Wagon Road and two hundred nine (209) feet North and one hundred thirty-six and two-tenths (136.2) feet East of the Northwest corner of Block twenty-five (25) of Fort Dalles Military Addition to Dalles City; thence South twelve (12) feet to the above described iron rod; thence South no (0) degrees fifty-one (51) minutes East fifty-one and five-tenths (51.5) feet; thence South thirty-one (31) degrees fifty (50) minutes East ninety (90) feet; thence South fifty (50) degrees twenty (20) minutes East parallel with 4th Street to a point one hundred nine (109) feet Westerly from the West line of Pentland Street to the North line of Fort Dalles Military Addition to Dalles City; thence North fifty-nine (59) degrees ten (10) minutes West to a point due South of a point in the South line of the Dalles and Sandy Wagon Road, two hundred (200) feet Easterly from the intersection of said South line of the Dalles and Sandy Wagon Road and the East line of Trevitt Street; thence North to the center of the Dalles and Sandy Wagon Road; thence Easterly to the place of beginning, EXCEPTING from the above described property certain land deeded to B. C. Olinger as described in Volume 60, Page 473, of Wasco County Deed Records; and also EXCEPTING from the above described property certain land deeded to M. Z. Donnell et ux by Thompson Coberth, particularly described in a deed recorded in Volume 78, Deed Records of Wasco County, Oregon at page 543, City of The Dalles, County of Wasco, State of Oregon.

And that situated on the real property in this paragraph described, plaintiff at all times named herein, has owned and occupied his residence buildings, generally described as house and garage, constructed of interlocking concrete bricks, with stucco finish on exterior, and decorated plaster walls on the interior of house, and tiled roofs, which said residence property of plaintiff is known and designated as 508 West Fourth Street, The Dalles, Wasco County, Oregon.

III.

That on March 6, 1935, defendant Edlefsen-Weygandt Co., a corporation, entered into a contract with the State Highway Commission of the State of Oregon, whereby defendant engaged to build, construct, grade and surface what is designated and known as the west entrance to The Dalles Section of the Columbia River Highway

in Wasco County, Oregon, approximately 1.3 miles in length, extending from Station 873+09.1, 0.59 miles west of the city limits of The Dalles, westerly to Station 943+00, which station is 224 feet east of the intersection of Second and Lincoln Streets in the city of The Dalles. That said highway project is designated on the records of the Oregon State Highway Commission as Project No. 1837; and said contract is designated as Contract No. 1722.

That immediately after March 6, 1935, the defendant, pursuant to its said contract with the Oregon State Highway Commission, entered upon and took complete possession of the highway right-of-way herein referred to (particularly the portion thereof within Dalles City) by its agents and employees, and moved its physical equipment and properties thereupon.

IV.

That the easterly .7 of a mile of the highway right-of-way herein referred to, lies within the corporate limits of Dalles City; and that all of the blasting operations by defendant which damaged plaintiff's property as hereinafter described, were, by the defendant, conducted upon and in process of construction of said .7 mile of highway right-of-way, within the corporate limits of Dalles City. And that the easterly end of said highway project where the blasting operations herein described were carried on by defendant, is in close proximity to numerous, well constructed, and attractive residence properties in Dalles City, including the above described residence property of plaintiff. And that the easterly end of said highway project goes through and requires an almost solid rock cut exceeding 22 feet in depth from the surface, for a considerable distance.

V.

That from and on April 27, 1935, to and on May 11, 1935, de-

fendant, in process of said highway construction work on the easterly portion thereof within the corporate limits of Dalles City, negligently and carelessly used large quantities of explosives, and continuously and negligently carried on extensive blasting operations in the loosening and removal of rock; and that in so doing, said defendant carelessly and negligently and thereby, trespassed upon, under and over, and broke into plaintiff's said real estate and the improvements thereon as herein described, with force and violence, by means of said explosives of great power and frequency, and in close proximity to plaintiff's real estate and improvements thereon; and that as the direct, immediate, and proximate result of defendant's carelessness, negligence and disregard for the comfort and property rights of plaintiff, then and thereby caused and produced violent concussions of the earth and air, and the force of said explosions was immediately and directly transmitted through the soil, rock and substratum of the earth, thereby jarring, cracking, and breaking the walls, foundations, and exterior and interior finishings of plaintiff's residence house, and the walls and exterior of plaintiff's garage, and loosening the tile roofing on plaintiff's house and garage, as the immediate, proximate and direct consequence of defendant's negligence, all to plaintiff's general damages in the sum of $2676.00.

VI.

That prior to April 27, 1935, and before any of the negligent blasting operations herein complained of, plaintiff gave notice to defendant of the existence of his said residence in close proximity to said construction work; and plaintiff warned defendant of the danger to plaintiff's property therefrom.

That defendant, at all times herein stated, negligently employed one _____ as foreman and superintendent,

in charge of its said construction work, and particularly including said blasting operations, who was incompetent in that he did not have sufficient or any knowledge of the character and condition of the rock and soil in which explosives were used as herein alleged, and did not have sufficient or any knowledge of the character of explosives he was using therein, and was incapable of foreseeing the natural and probable consequences to residences in that immediate vicinity, including plaintiff's said residence, of said blasting operations directed by him. And that defendant well knew the incompetency and unfitness of said _____ when it employed him and kept him so employed.

VII.

That the defendant was then and there, in conducting said blasting operations, negligent in the following particulars:

1. In conducting and carrying on said blasting operations after being warned by plaintiff of the great and immediate danger thereof to plaintiff's said residence property.

3. In carrying on said blasting operations without making any tests of soil, rock, rock structure in the immediate vicinity thereof to ascertain the reasonably probable extent of the concussion therefrom.

3. In undertaking and carrying on said blasting operations in close proximity to plaintiff's said residence property.

4. In carrying on said blasting operations under circumstances then and there existing with reference to proximity of residences, particularly plaintiff's, and the compact, solid and rocky character of the substratum, which would and did transmit violent earth concussion throughout said residential district and particularly under and around the residence of plaintiff, all requiring the greatest care and extreme caution on the part of the defendant.

5. In employing and maintaining on said construction work, an incompetent superintendent.

6. In attempting to shoot in excess of 300 powder holes in one blast, whereas the maximum number of powder holes that could and should have been shot under circumstances then existing, should not have exceeded 50.

7. In placing explosives too deep in the rock and making one blasting lift exceed 22 feet in depth, whereas the blasting lift under circumstances then and there existing, should not have exceeded 10 feet.

8. In using great and excessive quantities of explosives for single discharges in said blasting operations.

VIII.

That plaintiff will be compelled to remove with his family and household from said residence property, and live elsewhere during the reconstruction and repairing period made necessary by the damages above alleged, to plaintiff's further and special damages in the sum of $250.00.

IX.

That as the direct, immediate and proximate result of defendant's negligence, in the particulars herein alleged and detailed, plaintiff has been and is generally damaged in the sum of $2676.00; and further specially damaged in the sum of $250.00.

WHEREFORE, Plaintiff demands judgment against defendant in the sum of $2676.00 general damages, and in the further sum of $250.00 special damages, and for his costs and disbursements herein.

Galloway & Krier
Attorneys for Plaintiff

STATE OF OREGON)
) ss.
County of Wasco)

I, Thompson Coberth, being duly sworn, say, that I am plaintiff above named and that the foregoing complaint is true as I verily believe.

Thompson Coberth

Subscribed and sworn to before me this 22nd day of June, 1935.

(Notarial Seal)

Francis V. Galloway
Notary Public for Oregon
My commission expires July 13, 1935.

STATE OF OREGON)
) ss.
County of Wasco)

I hereby certify that the foregoing is a true and correct copy of the original complaint in the above entitled action and of the whole thereof.

Francis V. Galloway
One of Attorneys for Plaintiff.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR WASCO COUNTY

WILLIAM H. A. TODD and LEOTA TODD, husband and wife,	)	Filed 6/25/35
Plaintiffs,	)	
vs.	)	COMPLAINT AT LAW
KOLEFSEN-MEYGARDT CO., a corporation,	)	Case #5-527.
Defendant.	)	

Come now the plaintiffs above named and for cause of action against the above named defendant, allege the following facts:

I.

That at all times named herein, defendant has been and now is a corporation, engaged in the contracting business, with special reference to highway construction, and maintaining its principal office and place of business at Columbia Blvd. and N. Calvert Avenue, in Multnomah County, Oregon.

II.

That at all times named herein, plaintiffs William H. A. Todd and Leota Todd have been and now are husband and wife, and have been and now are the owners and in possession of the following described real property in Dalles City, Wasco County, Oregon:

> Beginning at a point where the Westerly line of the tract of land deeded by A. S. Bennett to John Marden, for an alley way, by deed of December 29th, 1898, recorded in Volume "Z" of Deed Records of Wasco County, Oregon, at page 595, touches the northerly line of the old Dalles and Sandy Wagon Road, now being known and used as a continuation of Fourth Street in said City; thence Westerly along the Northerly line of said Street fifty-five feet; thence Northerly on a line parallel with the Westerly line of said Tract deeded to Marden to Mill Creek; thence Easterly along Mill Creek to a certain Pine Tree on the line between said Marden tract and said A. S. Bennett; thence Southerly along said line to the place of beginning, being in Section Four

(4), Township One (1), North of Range Thirteen, East of the Willamette Meridian.

And that situated on the real property in this paragraph described, plaintiffs, at all times named herein, have owned and occupied their residence building, generally described as house and garage, constructed of pressed bricks, which said residence property of plaintiffs is known and designated as 529 West Fourth Street, The Dalles, Wasco County, Oregon.

III.

That on March 6, 1935, defendant Edlefsen-Weygandt Co., a corporation, entered into a contract with the State Highway Commission of the State of Oregon, whereby defendant engaged to build, construct, grade and surface that is designated and known as the west entrance to The Dalles Section of the Columbia River Highway in Wasco County, Oregon, approximately 1.3 miles in length, extending from Station 873+09.1, 0.59 miles west of the city limits of The Dalles, westerly to Station 947+00, which station is 324 feet east of the intersection of Second and Lincoln Streets in the city of The Dalles. That said highway project is designated on the records of the Oregon State Highway Commission as Project No. 1837; and said contract is designated as Contract No. 1722.

That immediately after March 6, 1935, the defendant, pursuant to its said contract with the Oregon State Highway Commission, entered upon and took complete possession of the highway right-of-way herein referred to (particularly the portion thereof within Dalles City) by its agents and employees, and moved its physical equipment and properties thereupon.

IV.

That the easterly .7 of a mile of the highway right-of-way herein referred to, lies within the corporate limits of Dalles

City; and that all of the blasting operations by defendant which damaged plaintiffs' property as hereinafter described, were, by the defendant, conducted upon and in process of construction of said .7 mile of highway right-of-way, within the corporate limits of Dalles City. And that the easterly end of said highway project where the blasting operations herein described were carried on by defendant, is in close proximity to numerous, well constructed, and attractive residence properties in Dalles City, including the above described residence property of plaintiffs. And that the easterly end of said highway project goes through and requires an almost solid rock cut exceeding 32 feet in depth from the surface, for a considerable distance.

V.

That from and on April 27, 1935, to and on May 11, 1935, defendant, in process of said highway construction work on the easterly portion thereof within corporate limits of Dalles City, used large quantities of explosives, and continuously carried on blasting operations in the loosening and removal of rock; and that in so doing said defendant trespassed upon, under and over, and broke into plaintiffs' said real estate, and the improvements thereon as herein described, with force and violence by means of said explosives of great power and frequency, and in close proximity to plaintiffs' said real estate and improvements thereon, and that the defendant then and thereby caused and produced violent concussions and vibrations of the earth and air, and the force of said explosions was transmitted through the soil, rock, and substratum of the earth, thereby jarring, cracking, and breaking the walls, foundations, and exterior and interior finishings of plaintiffs' residence house, all to plaintiffs' general damages in the sum of $350.00.

VI.

That plaintiffs will be compelled to remove with their family and household from said residence property and live elsewhere during the reconstruction and repairing period made necessary by the damages above alleged, to the plaintiffs' further and special damages in the further sum of $350.00.

If the foregoing portion of this complaint should, by the Court be found not to state a cause of action against defendant; then, without waiving exceptions to any adverse rulings in that regard, plaintiffs allege the following cause of action against the defendant:

I.

That at all times named herein, defendant has been and now is a corporation, engaged in the contracting business, with special reference to highway construction, and maintaining its principal office and place of business at Columbia Blvd. and N. Calvert Avenue, in Multnomah County, Oregon.

II.

That at all times named herein, plaintiffs William H. A. Todd and Leota Todd have been and now are husband and wife, and have been and now are the owners and in possession of the following described real property in Dalles City, Wasco County, Oregon:

> Beginning at a point where the Westerly line of the tract of land deeded by A. S. Bennett to John Warden, for an alley way, by deed of December 29th, 1898, recorded in Volume "Z" of Deed Records of Wasco County, Oregon, at page 595, touches the northerly line of the old Dalles and Sandy Wagon Road, now being known and used as a continuation of Fourth Street in said City; thence Westerly along the Northerly line of said Street fifty-five feet; thence Northerly on a line parallel with the Westerly line of said Tract deeded to Warden to Mill Creek; thence Easterly along Mill Creek to a certain Pine Tree on the line between said Warden tract and said A. S. Bennett; thence Southerly along said line to the place of beginning, being in Section Four (4), Township One (1), North of Range Thirteen, East of the Willamette Meridian.

And that situated on the real property in this paragraph described, plaintiffs, at all times named herein, have owned and occupied their residence building, generally described as house and garage, constructed of pressed bricks, which said residence property of plaintiffs is known and designated as 529 West Fourth Street, The Dalles, Wasco County, Oregon.

III.

That on March 6, 1935, defendant Eolefsen-Leypandt Co., a corporation, entered into a contract with the State Highway Commission of the State of Oregon, whereby defendant engaged to build, construct, grade and surface what is designated and known as the west entrance to The Dalles Section of the Columbia River Highway in Wasco County, Oregon, approximately 1.3 miles in length, extending from Station 873+09.1, 0.59 miles west of the city limits of The Dalles, westerly to Station 942+00, which station is 224 feet east of the intersection of Second and Lincoln Streets in the city of The Dalles. Said highway project is designated on the records of the Oregon State Highway Commission as Project No. 1837; and said contract is designated as Contract No. 1752.

That immediately after March 6, 1935, the defendant, pursuant to its said contract with the Oregon State Highway Commission, entered upon and took complete possession of the highway right-of-way herein referred to (particularly the portion thereof within Dalles City) by its agents and employees, and moved its physical equipment and properties thereupon.

IV.

That the easterly .7 of a mile of the highway right-of-way herein referred to, lies within the corporate limits of Dalles City; and that all of the blasting operations by defendant which damaged plaintiffs' property as hereinafter described, were, by

the defendant, conducted upon and in process of construction of said .7 mile of highway right-of-way, within the corporate limits of Dalles City. And that the easterly end of said highway project where the blasting operations herein described were carried on by defendant, is in close proximity to numerous, well constructed, and attractive residence properties in Dalles City, including the above described residence property of plaintiffs. And that the easterly end of said highway project goes through and requires an almost solid rock cut exceeding 40 feet in depth from the surface, for a considerable distance.

V.

That from and on April 27, 1935, to and on May 11, 1935, defendant, in process of said highway construction work on the easterly portion thereof within the corporate limits of Dalles City, negligently and carelessly used large quantities of explosives, and continuously and negligently carried on extensive blasting operations in the loosening and removal of rock; and that in so doing, said defendant carelessly and negligently and thereby, trespassed upon, under and over, and broke into plaintiffs' said real estate and the improvements thereon as herein described, with force and violence, by means of said explosives of great power and frequency, and in close proximity to plaintiffs' real estate and improvements thereon; and that as the direct, immediate, and proximate result of defendant's carelessness, negligence and disregard for the comfort and property rights of plaintiffs, then and thereby caused and produced violent concussions of the earth and air, and the force of said explosions was immediately and directly transmitted through the soil, rock and substratum of the earth, thereby jarring, cracking, and breaking the walls, foundations, and exterior and interior finishings of plaintiffs' residence house, as the im-

mediate, proximate and direct consequence of defendant's negligence, all to plaintiffs' general damages in the sum of $1350.00.

VI.

That prior to April 27, 1935, and before any of the negligent blasting operations herein complained of, notice was given to defendant of the existence of the residence properties, particularly plaintiffs', in close proximity to said construction work, and the defendant was warned of the danger to plaintiffs' property therefrom.

That defendant, at all times herein stated, negligently employed one _____ as foreman and superintendent, in charge of its said construction work, and particularly including said blasting operations, who was incompetent in that he did not have sufficient or any knowledge of the character and condition of the rock and soil in which explosives were used as herein alleged, and did not have sufficient or any knowledge of the character of explosives he was using therein, and was incapable of foreseeing the natural and probable consequences to residences in that immediate vicinity, including plaintiffs' said residence, of said blasting operations directed by him. And that defendant well knew the incompetency and unfitness of said _____ when it employed him and kept him so employed.

VII.

That the defendant was then and there, in conducting said blasting operations, negligent in the following particulars:

1. In conducting and carrying on said blasting operations after being warned of the great and immediate danger thereof to plaintiffs' said residence property.

2. In carrying on said blasting operations without making any tests of soil, rock, rock structure in the immediate vicinity there-

of to ascertain the reasonably probable extent of the concussion therefrom.

3. In undertaking and carrying on said blasting operations in close proximity to plaintiffs' said residence property.

4. In carrying on said blasting operations under circumstances then and there existing with reference to proximity of residences, particularly plaintiffs', and the compact, solid and rocky character of the substratum, which would and did transmit violent earth concussion throughout said residential district and particularly under and around the residence of plaintiffs, all requiring the greatest care and extreme caution on the part of the defendant.

5. In employing and maintaining on said construction work, an incompetent superintendent.

6. In attempting to shoot in excess of 300 powder holes in one blast, whereas the maximum number of powder holes that could and should have been shot under circumstances then existing, should not have exceeded 50.

7. In placing explosives too deep in the rock and making one blasting lift exceed 32 feet in depth, whereas the blasting lift under circumstances then and there existing, should not have exceeded 10 feet.

8. In using great and excessive quantities of explosives for single discharges in said blasting operations.

VIII.

That plaintiffs will be compelled to remove with their family and household from said residence property, and live elsewhere during the reconstruction and repairing period made necessary by the damages above alleged, to plaintiffs' further and special damages in the sum of $250.00.

IX.

That as the direct, immediate and proximate result of defendant's negligence, in the particulars herein alleged and detailed, plaintiffs have been and are generally damaged in the sum of $1250.00; and further specially damaged in the sum of $250.00.

WHEREFORE, Plaintiffs demand judgment against defendant in the sum of $1250.00 general damages, and in the further sum of $250.00 special damages, and for their costs and disbursements herein.

Galloway & Krier
Attorneys for Plaintiffs

STATE OF OREGON)
) ss.
County of Wasco)

I, William H. A. Todd, being duly sworn, say, that I am one of the plaintiffs above named and that the foregoing complaint is true as I verily believe.

W. H. A. Todd

Subscribed and sworn to before me this 24th day of June, 1935.

Francis V. Galloway
Notary Public for Oregon
My commission expires July 13, 1935.

(Notarial Seal)

STATE OF OREGON)
) ss.
County of Wasco)

I hereby certify that the foregoing is a true and correct copy of the original complaint in the above entitled action and of the whole thereof.

Francis V. Galloway
One of Attorneys for Plaintiff.

FORM S-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 23, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Edlefsen-Neygandt Company
Columbia Boulevard & N. Calvert Ave.
Portland, Oregon

Gentlemen:

Your request for an extension of time on Contract No. 1722 was considered by the State Highway Commission at its meeting held on January 9, 1936, and the following action was taken:

"Edlefsen-Neygandt Company, Contract No. 1722, for grading, surfacing and construction of bituminous macadam on the west entrance to The Dalles Section of the Columbia River Highway in Wasco County, requested an additional extension of time of 12 days, from October 31 to November 12, 1935, in which to complete this project, giving as their reason for such request that their operations were handicapped by conditions entirely beyond their control. The Engineer advised that the contract provided that this job should be completed by August 31, 1935, however, due to adverse conditions, the contractor was unable to complete it within the specified time, nowithstanding the fact that they worked two and three shifts, and for that reason the Commission, on September 26, extended the completion date to October 31, without penalty. He further advised that extremely cold weather during the month of October further delayed the oiling work so that the last of such work was not done until November 12. He added that, because of adverse weather conditions, some of the surfacing work did not prove satisfactory and will have to be done over in the spring. He recommended, in view of the circumstances, that the completion date be extended to June 15, 1936, without penalty, and advised that such extension meets with the approval of the Bureau of Public Roads. The Commission approved the Engineer's recommendation by unanimous vote subject to the contractor's surety consenting thereto."

Very truly yours,

Secretary

DP
cc S. H. Probert

Federal

June 14, 1935

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
Ney Post Office Building
Portland, Oregon

Dear Sirs

Reference is made to your letter of June 12, 1935, concerning the discrepancy in the amount of liquidated damages as given in the bid proposal and the contract covering the West Entrance to The Dalles Section, Projects Nos. NRH 36-A (1935) and NRH 36-C (1935).

Please be advised that the correct amount is $100.00 per day as given in the contract and we are, accordingly, enclosing sufficient correct pages to correct the bid proposals which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. H. Nash/ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the recently submitted Contract No. 1722 for Oregon U.S.Public "orks projects NRH 36-A and NRM 36-C (1935).

We note that in the original proposal the liquidated damages were fixed at the sum of $50.00. In the copies of the contracts submitted, this is given at $100.00. If the proposal is correct, please send three copies of the page that corresponds so that they may be inserted in the copies of the contracts. If the amount of liquidated damages was increased, please send us six copies of the revised sheets so that we can forward these corrected sheets to cover both projects.

We ask that you give this matter your immediate attention as it will be necessary to hold the initial vouchers on these projects until we are able to forward complete and correct copies of contract.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-A-1 10819 1SM 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 20, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. Murray,
Chief Engineer,
O. W. R. & N. Co.,
Pittock Block,
Portland, Ore.

Dear Sir:

In accordance with our verbal agreement we will place 940 cu. yds. of fill for the Union Pacific at the Depot Grounds, The Dalles. This fill will extend from Sta. 939+75 to Sta. 939+45.9, with the toe extending back to Sta. 939+62.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM S-C-1 10010 1-M 1-35

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION

WEEKLY ENGINEER'S REPORT

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

May 16, 1935

Mr. H. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. W. G. Smith.

In accordance with your request I have checked over the fill to be placed for the Union Pacific at the Depot Grounds at The Dalles. Please be advised that this fill proper will extend from Station 939+75 to Station 939+45.9, however, the toe of the fill will extend back to Station 939+52. There is in this fill 940 cubic yards which will be taken out of the rock cut to the west.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc J. L. Beck.

Form 338—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section ..... **For Week Ending** ....., 193..

Highway ..... **Kind of work** .....

Contractor ..... **Section prefix** .....

Date of contract ....., 193.. **Contract number** .....

Date work started ....., 193.. **Date of completion** ....., 193..

Amount of contract . . . . . $..... **Estimated date of completion** ....., 193..

Estimated cost of completed project, exclusive of engineering . . . . . $.....

Per cent of contract completed, based on total contract price . . . .%

Engineering costs to date, $....., ...% **Date project was completed** ....., 193..

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Signed .....

Address .....

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.2				
Miles partially completed	-				
Miles completed	-				
Total estimated quantities	-				
Estimated quantities moved or placed to date	-				
Average daily quantities	-				
Average daily quantities necessary to complete project on time	-				
Number shifts per day	2				
Hours per shift	-				
Average force on project for week	12				

Percentages of men employed on contract to be secured from:

[illegible] County, [illegible]%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	[illegible] COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men	2						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM S-A-1 16819 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

MRH 36-D.E.

OREGON STATE HIGHWAY COMMISSION

SALEM

May 10, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

We are enclosing two copies of sub-contract between Edlefsen & Weygandt Company and Babler Brothers, covering placing of black top surfacing on the West Entrance to The Dalles project, contract #1722.

Please advise the parties interested whether or not this sub-contract meets with your approval, returning one copy to Edlefsen & Weygandt for their files. We have retained one copy for our records.

The contractors, Edlefsen & Weygandt, should furnish you with a letter requesting approval to enter into this sub-contract.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
n.

CC to
R.H.Baldock

FORM S-C-4 19810 1-M-4-35

COMMISSIONERS:
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

36-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 20, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. W. G. Smith.

In response to your request I am submitting herewith an "Order For Extra Gang Work" on Contract 1722 Job 33 PG, covering the cost of an extra indemnity bond.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.

FORM S.A-1 13743 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
April 17, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

NOTED
State Highway Engineer

Dear Sir:

The indemnity bond usually required by the O-W R R & N Co. was not included in the West Entrance to The Dalles project because it was considered that the encroachment was not dangerous enough to require a bond of this character.

However, the railroad people are rather fearful of the adjacent shooting and are insistent on a special bond which the contractor has not anticipated in his bid price. Therefore, please submit extra work order to cover this bond, price approximately $100.00.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith
Construction Engineer

HGS:Mc
cc: R. H. Baldock
J. E. Peck
Edlefsen & Weygandt Co.

FORM S-C-1 10010 1-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 15, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention Mr. H. G. Smith.

In accordance with the Special Provisions of Contract 1722, Edlefsen-Weygandt Company, who are the contractors, have elected to have the State place the Class "B" Asphaltic Concrete called for in the contract.

As a result it will be necessary that I arrange to purchase the rock required for this work and I am attaching hereto an "Order For State Force Work on Contract Projects", which when signed will be my authority to purchase the desired rock.

The letter authorizing us to do this work is attached hereto.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.
cc J. N. Bishop
cc W. S. Hodge

April 12, 1935

Mr. J. M. Devers
O f f i c e

Dear Sir:

I hand you herewith three copies of an agreement between the O.W.R.& N. Co., Dalles City and the State of Oregon covering the matter of highway easement in connection with the improvement of the Columbia River Highway at the west entrance of The Dalles. These have been signed by the State Highway Commission and Dalles City, and are now ready for execution on the part of the O.W.R.& N. Co.

You looked these over hurriedly yesterday in Portland and approved them tentatively as to form, and advised me that it was OK to have the Commission sign them, but you stated that you wanted to look them over again later. If you find them satisfactory will you forward them to Mr. McMath, Land & Tax Agent of the O.W.R.& N. Co. for signature of the railroad company.

Very truly yours,

HBG:OG
encls.

Secretary

JOHN GAVIN

C. L. GAVIN

GAVIN & GAVIN

ATTORNEYS-AT-LAW

UNITED STATES NATIONAL BANK BLDG.

THE DALLES, OREGON

April 5, 1935.

APR - 1935

Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

Enclosed herewith find Easement prepared by the O. W. R. R. & N. Company for a right-of-way necessary for the relocation of the West approach of the Columbia River Highway.

When this Easement has been signed by the Commission please send it to Mr. McMath, the Land and Tax Agent of the O. W. R. R. & N. Company, for the signature of the Railroad Company.

Yours truly,

C L Gavin
City Attorney

CLG:S

Encl.

REFERRED TO
[illegible]
By State Highway Engineer

ACKNOWLEDGED
H. B. GLAISYER

April 8, 1935

Miss C. L. Gavin,
City Attorney
The Dalles, Oregon

Dear Miss Gavin:

This acknowledges receipt of three copies of the agreement between the Oregon-Washington Railroad and Navigation Company, Dalles City and the State Highway Commission of Oregon, covering the matter of highway easement for the property of the railroad company at Dalles City in connection with the improvement of the Columbia River Highway at the east entrance of The Dalles. I shall be pleased to follow the instructions contained in your letter of transmittal.

Yours very truly,

Secretary

H:G:mC

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the West Entrance to The Dalles Section, Project No. NRH 36-A (1935).

We are, likewise, enclosing five blueprint copies of the revised project statement map for Project No. 36.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 36-A (1935)

WEST ENTRANCE TO THE DALLES UNIT OF THE

ROSEBURG-THE DALLES SECTION IN WASCO COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

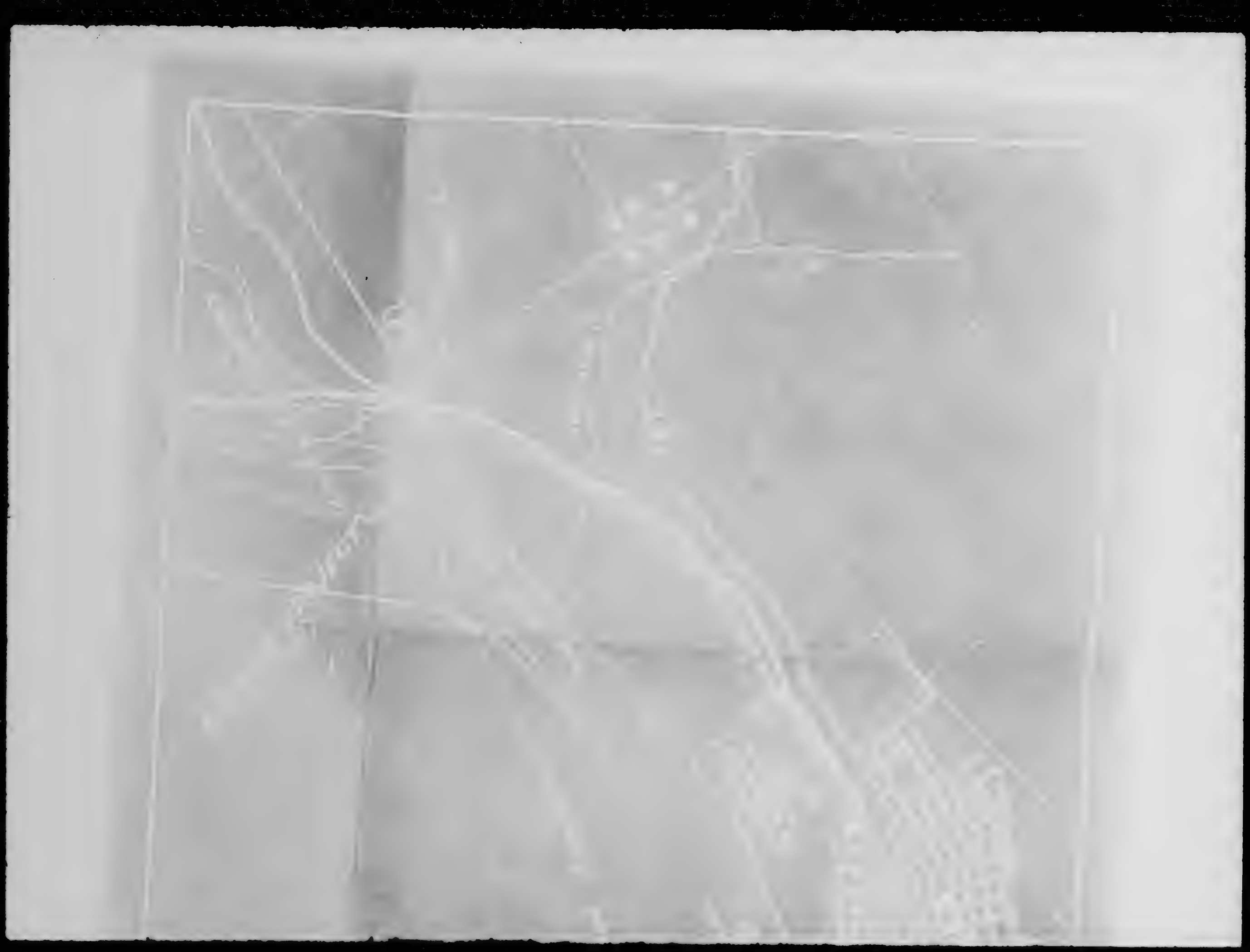
Salem, Oregon, April 1, 1935

Roadwork (Sta. 873+09.1 to 904+38.8)

All Required		Clearing and Grubbing		$ 69.16
140	cu. yds.	Trench Excavation	$ 1.00	140.00
100	cu. yds.	Common Excavation	0.78	78.00
6,300	cu. yds.	Solid Rock Excavation	0.78	4,914.00
10,000	yd. sta.	Overhaul	0.015	150.00
1,600	yd. mi.	Truck Haul	0.12	192.00
0.59	mile	Finishing Roadbed and Slopes	150.00	88.50
100	lin. ft.	12" Corr. Iron Pipe	1.27	127.00
130	lin. ft.	18" Corr. Iron Pipe	1.90	247.00
62	lin. ft.	72" Corr. Iron Pipe	13.00	806.00
4,200	cu. yds.	Gravel Topping	0.28	1,176.00
10,000	yd. mi.	Hauling Gravel Topping	0.12	1,200.00
1,500	cu. yds.	Gravel in Surfacing and Shoulders	0.90	1,350.00
11,500	yd. mi.	Hauling Surfacing and Shoulder Materials	0.12	1,380.00
500	cu. yds.	Filler	0.40	200.00
1,000	yd. mi.	Hauling Filler	0.12	120.00
170	M-Gal.	Sprinkling	1.50	255.00
800	cu. yds.	Mineral Aggregate in Place	2.90	2,320.00
54	Tons	Asphalt in Place	32.50	1,755.00
6	Tons	Emulsified or Cutback Asphalt in Seal Coat	40.00	240.00
			Sub-total	$ 16,807.66
			10% Engr. & Cont.	1,680.76
			Total	$ 18,488.42

Length	0.592 mile
Cost per mile	$ 31,230.43

NRH Funds Requested- - - -



36-A

March 21, 1935

Edlefsen-Weygandt Co.
Columbia Blvd. & N. Calvert Avenue
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of contract #1722 awarded to you on March 6, 1935, for the grading, surfacing and bituminous macadam construction of the West Entrance to The Dalles Section of the Columbia River Highway in Wasco County.

This copy is for your records and files.

Very truly yours,

HBG:OG

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon U.S.Public Works highway project NRH 36-A (1935), The West Entrance to The Dalles, Columbia River Highway, to the Edlefsen-Weygandt Co. of Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Low bidder using Caterpillar & Kentucky. John Deere

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE 1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION (49)

R. B. WHITE, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1935 MAR 2 PM 1 06

MINUTES IN TRANSIT

FULL-RATE	DAY LETTER

PRT57 17= WUX SEATTLE WASH 2 1215P

J M BEVERS=

STATE HIGHWAY DEPT SALEM ORG=

AGREEABLE DEEDING PORTION OUR PROPERTY FOR HIGHWAY PURPOSE STOP COMPLETED PAPERS BE IN YOUR OFFICE FEW DAYS=

L E DAVID=

NRH-36A
NOTED

Shell Oil Co
The Dalles.)

WESTERN UNION GIFT ORDERS SOLVE THE PERPLEXING QUESTION OF WHAT TO GIVE

State Highway Engineer

HHb:AJ

cc Mr. Probert
Mr. Glaisyer

Mr. Ballou:

The City Attorney of The Dalles has just advised me that the City has the necessary rights of way for the proposed improvement. The County Judge has advised that the County has obtained such rights of way as the County is obligated to obtain under its Lease.

FORM 8 A-1 10673 10M 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

March 4, 1935

IN REPLY PLEASE
REFER TO FILE NO.

36 A

Mr. J. M. Devers

O f f i c e

Dear Sir:

Please keep me advised of the status of the right of way at The Dalles. This project was referred to me with power to act when the right of way was cleared up.

Very truly yours,

R. H. Baldock

State Highway Engineer

RHB:AJ

cc Mr. Probert
Mr. Glaisyer

Mr. Baldock:
The City Attorney of The Dalles has just advised me that the City has the necessary rights of way for the proposed improvement. The County Judge has advised that the County has obtained such rights of way as the County is obligated to obtain under recent contract. J.M. Devers

February 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the West Entrance to The Dalles Section, Project No. NRH 36-A (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRH 36-A (1935)

WEST ENTRANCE TO THE DALLES UNIT OF THE

ROSS NA-THE DALLES SECTION IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 12, 1935

Roadwork, Sta. 873+09.1 to 904+38.8

All Required		Clearing and Grubbing		$ 150.00
140	cu. yds.	Trench Excavation	$ 1.00	140.00
100	" "	Common Excavation	0.30	30.00
6,300	" "	Solid Rock Excavation	1.00	6,300.00
10,000	yd. sta.	Overhaul	0.02	200.00
1,600	yd. mi.	Truck Haul	0.15	240.00
0.59	mile	Finishing Roadbed and Slopes	200.00	118.00
100	lin. ft.	12" Corr. Iron Pipe	1.50	150.00
130	" "	18" Corr. Iron Pipe	2.50	325.00
62	" "	72" Corr. Iron Pipe	12.50	775.00
4,200	cu. yds.	Gravel Topping	0.40	1,680.00
10,000	yd. mi.	Hauling Gravel Topping	0.12	1,200.00
1,500	cu. yds.	Gravel in Surfacing & Shoulders	1.30	1,950.00
11,500	yd. mi.	Hauling Surfacing & Shoulder Material	0.12	1,380.00
500	cu. yds.	Filler	0.50	250.00
1,000	yd. mi.	Hauling Filler	0.20	200.00
170	M-Gal.	Sprinkling	1.50	255.00
800	cu. yds.	Mineral Aggregate in Place	3.00	2,400.00
54	Tons	Asphalt in Place	30.00	1,620.00
6	"	Emulsified or Cut-back Asphalt in Seal Coat	40.00	240.00
			Sub-total	$ 19,603.00
			10% Engr. & Cont.	1,960.30
			Total	$ 21,563.30

Length 0.592 mile
Cost per mile $ 36,444.49

NRH Funds Requested - $ 21,563.30

CONTRACT #1723,

NRM 36-C West City Limits-Lincoln St., 1935
The Dalles

1723

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon NRM 36-C (1935), West City Limits-Lincoln St. (The Dalles) Section, Columbia River Hwy., Wasco County, was made by a representative of this office on September 29, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

3b-e

January 17, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith the original copy of Voucher No. 7 for the West City Limits-Lincoln Street Section, Project No. NRM 36-C (1935), which copy was returned to us for signature.

The amount for which the voucher is submitted is $11,638.88.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

C-64

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

JAN 1

January 13, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith original copy of intermediate voucher for Oregon USPW project NRM 36-C (1935), covering period from October 11, 1935, to November 10, 1935, submitted in amount of $11,638.88.

This voucher has not been signed by Mr. Nash. Please have it signed and returned to the District Office so that it may be recommended for payment.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 9, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to intermediate voucher for Oregon J. S. Public Works project NRM 36-C (1935), covering period from June 11, 1935, to July 10, 1935, submitted in amount of $8,295.00.

On this voucher you fail to note the previous intermediate voucher, which was paid on July 9, 1935, in amount of $2,738.85. This brought the previous payments up to $6,004.82. Using this fugure, the net amount to be claimed on voucher is $5,556.15, and voucher is recommended for payment in this amount.

Very truly yours,

W. H. LYNCH
District Engineer

PR 36 Oreg

Fy. 25776

Form P. R. 2

U. S. Public Works Highway

State Oregon

Project No. NM 36, Section C (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 13th day of November, 1933, a revised project statement, which was approved by the Secretary on the 22nd day of November, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 13th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty-nine thousand, one hundred fifteen and 81/100

dollars ($ 49,115.81) as the share of the United States payable under said act on account of Section C of said project, which ~~does not exceed the authorized Federal aid to share of~~ is 1% the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 904+38.8 at the west city limits of The Dalles, in the SE 1/4 of Sec. 33, T 2 N, R 13 E, W.M., and survey station 942+00, 200 ft. east of the intersection of Lincoln Street with Second Street (excepting therefrom the crossing of Mill Creek, between survey stations 932+70 and 933+76),

, length 0.692 of a mile, in Wasco County, being Section C of Oregon U.S.Pub.Wks.Hwy. (1935), project No. NRM 36 /, consisting of 0.692 of a miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known ~~as the~~ locally as the West City Limits - Lincoln Street section of the Columbia River Highway in the city of The Dalles.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of forty-nine thousand, one hundred fifteen and 81/100 dollars ($ 49,115.81), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of [redacted] dollars ($ [redacted]), the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment on payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927; Chap. 88, laws of 1931.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22nd day of June, 1935.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By Earl Pearsburn
Member, State Highway Commission.
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S-5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF ... Oregon ...

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of ... Oregon ... for the construction of a highway designated in the records of this Department as Project No. ... U.S.Pub.Wks.Hwy. NRM 36-C (1935), State of ... Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ ... 49,115.81 ... as the total estimated cost of said project, and the sum of $ ... 49,115.81 ... as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal ~~pro rata share of said~~ total estimated cost. is

Done at the city of Washington, this 22nd day of June one thousand nine hundred and Thirty-five.

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 1934 S 4829

CROSS REFERENCE SHEET

Name or Subject NRM 36-C **File No.**

Regarding Discrepancy in amount of liquidated damages in bid proposal and contract **Date** 6/12 & 6/14

SEE 36-A

Name or Subject **File No.**

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE"

Library Bureau

Cat. No. 30-5902

For use in Library Bureau Filing Systems

April 25, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of April 21, 1934, calling attention to the following provision in the project agreement for Oregon U.S.Public Works project NRM 36-C:

> "Final payment of Federal funds shall not be made on said project until rights of way satisfactory to the Secretary of Agriculture have been obtained for those portions of said project which encroach upon the right of way of the Great Southern Railroad."

Will you please forward copies of the right of way agreement so that we can forward the final voucher with our recommendation for approval.

Very truly yours,

W. H. LYNCH
District Engineer

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the West City Limits-Lincoln Street Section in The Dalles, Project No. NFM 36-C (1935).

In accord with the statement made in Mr. Baldock's letter of a few days ago that the Mill Creek Bridge was deleted from the work on the project, we have eliminated it from the estimate.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRM 36-C (1935)

WEST CITY LIMITS-LINCOLN STREET SECTION IN

THE DALLES ON THE COLUMBIA RIVER HIGHWAY

IN WASCO COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

ROADWORK

Bituminous Macadam Wearing Surface, 20' Roadway
(Sta. 904+38.8 to 937+61)

All Required		Clearing and Grubbing		$ 71.14
20	cu. yds.	Trench Excavation	$1.00	20.00
60	" "	Common Excavation	0.78	46.80
34,400	" "	Solid Rock "	0.78	26,832.00
50,000	yd. sta.	Overhaul	0.015	750.00
2,600	yd. mi.	Truck Haul	0.12	312.00
2.67	mile	Finishing Roadbed & Slopes	150.00	94.50
80	lin. ft.	18" Corrugated Iron Pipe	1.90	152.00
4,400	cu. yds.	Gravel Topping	0.28	1,232.00
11,000	yd. mi.	Hauling Gravel Topping	0.12	1,320.00
1,400	cu. yds.	Gravel in Surfacing & Shoulders	0.90	1,170.00
8,500	yd. mi.	Hauling Surfacing and Shoulder Material	0.12	1,020.00
600	cu. yds.	Filler	0.40	240.00
1,200	yd. mi.	Hauling Filler	0.12	144.00
150	M-Gals.	Sprinkling	1.50	225.00
1,000	cu. yds.	Mineral Aggregate in Place	2.90	2,900.00
66	tons	Asphalt in Place	32.50	2,145.00
7	"	Emulsified or Cutback Asphalt in Seal Coat	40.00	280.00
			Sub-total	$38,934.44
			10% Engr. & Cont.	3,905.44
			Total	$42,839.88
		Length of Roadwork	0.609 mile	
		Cost per mile	$70,361.05	

Asphaltic Concrete, 40' Roadway
(Sta. 937+61 to 942+00)

All Required		Clearing and Grubbing		$ 9.70
20	cu. yds.	Common Excavation	$0.78	15.60

100	cu. yds.	Solid Rock Excavation	$0.78	$ 780.00
1,100	yd. mi.	Truck Haul	0.12	132.00
0.08	mile	Finishing Roadbed and Slopes	150.00	12.00
80	lin. ft.	Replacing Concrete Rail and Fence	2.50	200.00
30	sq. yds.	Removal of Old Pavement	0.30	9.00
110	sq. yds.	Removal of Sidewalks	0.30	33.00
160	lin. ft.	Removal of Curbs	0.05	8.00
1	only	Catch Basin Replacement	25.00	25.00
310	lin. ft.	Concrete Curbs	0.45	139.50
90	sq. yds.	Concrete Sidewalks	1.45	130.50
1,100	lin. ft.	Cable Guard Fence	0.94	1,034.00
900	cu. yds.	Gravel Topping	0.28	252.00
2,300	yd. mi.	Hauling Gravel Topping	0.12	276.00
300	cu. yds.	Crushed Rock Subbase	2.00	600.00
100	" "	Filler	0.40	40.00
200	yd. mi.	Hauling Filler	0.12	24.00
30	M-Gals.	Sprinkling	1.50	45.00
300	tons	Class "B" Asphaltic Concrete	8.30	2,490.00
1,300	sq. yds.	Surface Finish Coat	0.11	143.00
			Sub-total	$5,696.30
			10% Engr. & Cont.	569.63
			Total	$6,265.93

Length of Roadwork 0.83 mile
Cost per mile $75,493.13

FPR Funds Requested:

20' Roadway	$42,849.38
40' "	6,265.93
	$49,115.31

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 88, Laws 1931
State Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, Laws 1931

33-1101

33-A

April 3, 1935

Mr. C. B. McCullough
Bridge Engineer
O F F I C E

Dear Sir:

I am returning to you, herewith, 3 copies of State Highway Contract No. 1723 which was awarded to Sig Ash for bridge construction over Mill Creek on the Columbia River Highway in The Dalles.

This contract was canceled by the Commission at the last meeting and these copies of the contract are being returned to you for disposal as you see fit. I have kept one copy for the Commission's files for reference purposes only.

Yours very truly,

HBG:MC

Secretary

33-1101

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 30, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to a notice to contractors received in today's mail, advising that bids will be received by the Commission April 11, 1935, for the construction of a timber bridge over Mill Creek at The Dalles.

As you know, this office concurred in award of contract to Sig Ash for the construction of a concrete bridge at this site, and no information has been furnished us relative to this structure except that the contractor, Sig Ash, had started work.

Information involving such changes should be furnished this office promptly so that any action necessary may be based on facts.

In the project under discussion, we do not know what you propose to do, and full information should be furnished this office.

Very truly yours,

W. H. LYNCH
District Engineer

REFERRED TO
Mr. Cutler
State Highway Engineer

Portland 104 5M 1-4-35

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE

GAYLORD B. ECKLES, MANAGER

1112 BEDELL BUILDING

PORTLAND, OREGON

March 18th, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are sending you today under separate cover, four copies of State Highway Contract No. 1723, recently awarded to Sig Ash, covering construction of a bridge on the Columbia River Highway in Wasco County over Mill Creek, near The Dalles, having executed the bond in connection therewith.

Yours very truly,

G B Eckles

DW-

Manager.

Federal

36C
103-1

March 14, 1935

Mr. Geo. W. McMath
Land and Tax Agent
O.W. R. R. & N. Co.
Pittock Block
Portland, Oregon

Dear Sir:

Reply is made to your inquiry of March 13 regarding The Dalles improvement of the Columbia River Highway.

This project is being constructed by the State Highway Commission as a National Recovery Municipal Project and is to be paid for with federal funds. The maintenance of the project after completion is to be performed by the City of The Dalles at its sole cost and expense. The State Highway Commission has already entered into an agreement with the City covering this feature, both as to the road work and the bridge work.

I believe that the foregoing will answer your questions.

Very truly yours,

Secretary

HBG:AJ

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

Standard
Form 3505
1-34-5M

GEO. W. McMATH
LAND AND TAX AGENT

828 PITTOCK BLOCK
PORTLAND, OREGON

RECEIVED
MAR 14 1935

March 13th, 1935.

Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

The agreement which we have prepared by which the O-W. R. & N. Company grants the State of Oregon and Dalles City jointly, an easement for highway purposes across a portion of our station grounds at The Dalles, has been signed by the Mayor and City Clerk of Dalles City, but has been returned to us by Miss Gavin, the City Attorney, with objections to the indemnity clause. Miss Gavin states that the City will agree to maintain the highway after the original construction is completed, and that she would have no objection to the City protecting the O-W. R. & N. Company so far as possible from any damage by reason of maintenance or repair work.

Will you please advise at your early convenience if the State is to construct the highway and Dalles City to maintain and repair the same thereafter. Our file does not reveal this information, but if the State is to construct the highway and the City is to maintain same, then we will have to rewrite the agreement.

Will you kindly let me hear from you at your early convenience.

Very truly yours,

Geo. W. McMath

Land and Tax Agent

March 12, 1935.

Mr. Sig Ash
Room 508, Concord Building
Portland, Oregon.

Dear Sir:

We are sending to you today, by express, four copies of State Highway Contract No. 1723 which was awarded to you by the State Highway Commission on March 6, 1935, for the construction of a bridge over Mill Creek on the Columbia River Highway in The Dalles, Wasco County.

Please have all four copies properly executed as to agreement and bond and return them to this office for the approval of the State Highway Commission. When this is secured a fully executed copy will be returned to you for your records and files. An executed copy will also be furnished the surety on your bond.

Your special attention is called to the paragraph under Section 5 of the General Provisions relating to the Workmen's Compensation Act and also to the paragraph on the last page of the Special Provisions in regard thereto. You are expected to accept the terms of Act and to carry on your work under this contract in accordance therewith.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

AC

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date for Oregon U.S.Public Works highway project NRM 36-C (1935), West City Limits-Lincoln Street section in the city of The Dalles, Columbia River Highway, to Edlefsen-Weygandt Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 36-C (1935), bridge over Mill Creek at The Dalles, to Sig Ash, Portland, Oregon, who submitted the second low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

February 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works Highway project No. NRM 36-C (1935), West City Limits-Lincoln Street Section, City of The Dalles, Columbia River Highway, have today been recommended for approval. This is your authority for advertising.

Copies of town resolution covering encroachments should be obtained as soon as possible.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

February 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the West City Limits-Lincoln Street Section in The Dalles, Project No. NRM 36-C (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 36-C (1935)

WEST CITY LIMITS-LINCOLN STREET SECTION IN

THE DALLES ON THE COLUMBIA RIVER HIGHWAY IN

WASCO COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 12, 1935

ROADWORK

Bituminous Macadam Wearing Surface, 20' Roadway
(Sta. 904+38.3 to 937+61.)

All Required		Clearing and Grubbing		$ 120.00
20	cu. yds.	Trench Excavation	$ 1.00	20.00
60	" "	Common Excavation	0.30	18.00
34,400	" "	Solid Rock Excavation	1.00	34,400.00
50,000	yd. sta.	Overhaul	0.02	1,000.00
2,600	yd. mi.	Truck Haul	0.15	390.00
0.63	mile	Finishing Roadbed and Slopes	200.00	126.00
80	lin. ft.	18" Corr. Iron Pipe	2.50	200.00
4,400	cu. yds.	Gravel Topping	0.40	1,760.00
11,000	yd. mi.	Hauling Gravel Topping	0.12	1,320.00
1,300	cu. yds.	Gravel in Surfacing & Shoulders	1.30	1,690.00
8,500	yd. mi.	Hauling Surfacing & Shoulder Materials	0.12	1,020.00
600	cu. yds.	Filler	0.50	300.00
1,200	yd. mi.	Hauling Filler	0.20	240.00
150	M-Gal.	Sprinkling	1.50	225.00
1,000	cu. yds.	Mineral Aggregate in Place	3.00	3,000.00
66	Tons	Asphalt in Place	30.00	1,980.00
7	"	Emulsified or Cut-back Asphalt in Seal Coat	40.00	280.00
			Sub-total	$ 48,089.00
			10% Engr. & Cont.	4,808.90
			Total	$ 52,897.90

Length of Roadwork 0.609 mile
Cost per mile $ 86,860.26

Asphaltic Concrete, 40' Roadway
(Sta. 937+61 to 942+00)

All Required		Clearing and Grubbing		$ 30.00
20	cu. yds.	Common Excavation	$ 0.30	6.00
100	cu. yds.	Solid Rock Excavation	1.00	100.00
1,100	yd. mi.	Trunk Haul	0.15	165.00
.083	mile	Finishing Roadbed and Slopes	200.00	16.00
80	lin. ft.	Replacing Concrete Wall and Fence	4.00	320.00
30	sq. yds.	Removal of Old Pavement	0.40	12.00
110	" "	Removal of Sidewalks	0.20	22.00
160	lin. ft.	Removal of Curbs	0.10	16.00
1	only	Catch Basin Replacement	25.00	25.00
310	lin. ft.	Concrete Curbs	0.70	217.00
90	sq. yds.	Concrete Sidewalks	1.50	135.00
1,100	lin. ft.	Cable Guard Fence	0.90	990.00
900	cu. yds.	Gravel Topping	0.40	360.00
2,300	yd. mi.	Hauling Gravel Topping	0.12	276.00
300	cu. yds.	Crushed Rock Sub-base	2.00	600.00
100	" "	Filler	0.50	50.00
200	yd. mi	Hauling Filler	0.20	40.00
30	M-Gal.	Sprinkling	1.50	45.00
300	Tons	Class "B" Asphaltic Concrete	9.00	2,700.00
1,300	sq. yds.	Surface Finish Coat	0.12	156.00
		Sub-total		$ 6,271.00
		10% Engr. & Cont.		627.10
		Total		$ 6,898.10

Length of Roadwork .083 mile
Cost per mile $ 83,109.63

MILL CREEK BRIDGE

220	cu. yds.	Excavation	$ 2.00	$ 440.00
20	" "	Excavation below Plans	5.00	100.00
200	" "	Class "A" Concrete	22.00	4,400.00
96	" "	Class "D" Concrete	22.00	2,112.00
51,000	lbs.	Metal Reinforcement	0.05	2,550.00
230	lin. ft.	Concrete Handrail	5.00	1,150.00
		Sub-total		$ 10,752.00
		10% Engr. & Cont.		1,075.20
		Total		$ 11,827.20

Length of Bridge .020 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	MRM Funds	State Funds
Redbrook			
20' Roadway	$ 52,897.90	$ 45,052.05	$ 7,845.85
40' "	6,898.10	5,874.97	1,023.13
	$ 59,796.00	$ 50,927.02	$ 8,868.98
Mill Creek Bridge	11,827.20	10,072.98	1,754.22
	$ 71,623.20	$ 61,000.00	$ 10,623.20

33-1101

X

November 22, 1954

33-A

Major H. A. Skerry
Executive Officer
Corps of Engineers
Bonneville Dam Section
341 Pittock Block
Portland, Oregon

Dear Sir:

Responding to your communication of November 21, I will arrange for Mr. Smith to call on Mr. Maldrum at 525 Pittock Block tomorrow with respect to the location of the proposed bridge over Mill Creek at The Dalles.

Very truly yours,

State Highway Engineer

RHB:WI

cc H. G. Smith

FORM S-A-1 15745 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

33-110

OREGON STATE HIGHWAY COMMISSION

SALEM

October 22, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

NOTED

Dear Sir:

The following communication was received from the army engineers concerning the Mill Creek Tunnel at The Dalles.

The Bridge Department are of the opinion that the Bridge would be cheaper and of more simple construction than a culvert on account of the foundation encountered and therefore I think there would be no question as to its ability to handle th water even tho it be backed up from the dam. I was unable to check Beck's vicinity map with respect to the sewers mentioned in this letter and suggest that a careful survey of these sewers be made. If necessary pits should be dug to determine the location of the sewers particularly where they cross our line, in order that our bridge footings can be spaced over the sewer and care taken that our fills will not break down the sewers. The repairs to these sewers might be very expensive and therefore we should have accurate data as to their location prior to the preparation of bridge plans.

Yours very truly,

HGS/H

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

CC to
R. H. Baldock

By

H. G. Smith,
Construction Engineer.

FORM S-A-1 10748 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 22, 1934.

Mr. J. B. Peck,
Resident Engineer,
The Dalles, Ore.

IN REPLY PLEASE REFER TO FILE NO.

Dear Sir:

I am sending a print of the vicinity map of the Mill Creek Bridge with the suggestion that you carefully check up the sewer lines converging at the entrance to the drainage tunnel. We have a communication from the army engineers which indicates that more sewer lines converge at this point than on your vicinity map and state that there are no records of the alignment of these sewers. Please check this up carefully and if necessary take sufficient test pits to determine the location of the sewers and make a further report with an enlarged map showing their exact location so that they can be avoided in designing the bridge.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

NOTED
State Highway Engineer

HGS/H

CC to
R. H. Baldock ✓
K. D. Lytle

CONTRACT #1724.

NRS 249 Rickreall Cr.-Coast Jct. Unit, 1935
1724 Dallas Sec., Grad., Surf & Macadam.

2491

June 24, 1936

Oregon Contracting Company
10509 N. E. Sandy Boulevard
Portland, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of July 18, 1935 for an extension of time in which to complete your contract for the grading and construction of bituminous macadam on Rickreall Creek-Coast Junction Unit of the Salem-Dallas Highway in Polk County. There follows an excerpt from the minutes of the State Highway Commission meeting held on August 2, 1935 covering this matter:

"Oregon Contracting Company, Contract No. 1724, grading and construction of bituminous macadam on Rickereall Creek-Coast Junction Unit of the Salem-Dallas Highway in Polk County, requested an extension of time from July 31 to August 31, 1935, in which to complete this project. In support of such request they advised that they commenced construction operations immediately after the award of the contract and practically completed the entire job, including the oiling operations by June 21, since when the highway has been open for travel, and the only item of work remaining uncompleted is the oil seal coat which involves one day's work, which they intend to do along with the oiling operations on the McNary-Oak Point project which they also have under contract with the State. The Engineer advised that the contractor might have pushed the work a little faster at different times and finished the job within the specified time limit, but was allowed to defer the construction of the seal coat as a matter of convenience. He further advised that the traveling public has not been particularly inconvenienced by the delay, neither has the State incurred any great amount of extra engineering expense; wherefore, he recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

DP

Secretary

FORM 3-B-1 52400 500 6-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

247

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

October 15, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

NOTED
State Highway Engineer

Attention: Mr. H. B. Glaisyer.

Dear Sir:

I am returning herewith the request for extension of time by the Oregon Contracting Company, signed by Theodore Arena and approved by the General Casualty Company, on the Rickreall Creek-Coast Junction Unit of the Salem-Dallas Highway, Contract No. 174.

The reason for this extension in time as requested by the contractor to September 6, 1935, is practically as stated by him. At the last minute, additional oiling work was required that took a little more time; therefore, this extension is recommended without penalty.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

WEC:AM
cc R. H. Baldock
H. G. Smith

#1724

249

October 5, 1935

General Casualty Company of America,
C. A. Tomassene, Agent,
911 Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1724 for the construction of the Rickreall Creek-Coast Junction Section of the Salem-Da llas Highway in Polk County has been completed by the contractors, Oregon Contracting Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after October 15th, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $10,599.25 including the final payment. Of this amount $171.85 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

249

#1724

October 3, 1935.

Oregon Contracting Company
10509 N. E. Sandy Blvd.
Portland, Oregon

Gentlemen:

Please be advised that the time limit on your contract No. 1724, Rickreall Creek-Coast Junction Section of the Salem-Dallas Highway in Polk County, expired on August 31.

According to our records, this contract was not completed until September 6.

Please make application for an extension of time up to and including the actual date of completion. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE
cc - W. E. Chandler

249

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 27, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRS 249 (1935), Rickreall Creek-Coast Junction Sec., Salem-Dallas Hwy. in Dallas, Polk County, was made by a representative of this office on September 13, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Form 888—3M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

249

RECEIVED
SEP 16 1935
DIVISION ENGINEER

For Week Ending Sept. 14, 1935, 193

Section Hidkreall Creek-Coast Junction

Highway Salem - Dallas

Contractor Oregon Contracting Co.

Date of contract March 19, 1935

Date work started April 1, 1935

Amount of contract . . . . . $ 9,190

Estimated cost of completed project, exclusive of engineering . . . . . $ 10,389

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 594.00, 6.4 %

Kind of work Grading. Surf. Bit. Mac.

Section prefix 27-1102

Contract number 1724

Date of completion July 31, 1935

Estimated date of completion Sept. 6, 1935

Per cent of time elapsed All %

Date project was completed Sept. 6, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party worked on final estimate this week.

Final estimate was presented to Salem Office Sat. Sept. 14th

SEP 1935

Signed W. H. Stewart

Address Dallas, Phone 1273

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	ENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRS 249 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. G. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By H. J. Caufield
H. J. Caufield
Highway Engineer

Encls.

For

Hwy 25341

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. IRS 249 (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 27th day of December, 1934, a project statement, which was approved by the Secretary on the 11th day of January, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ~~of~~ said project which were recommended for approval by the United States District Engineer on the 8th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ten thousand, one hundred nine and no/100

dollars ($10,109.00) as the share of the United States payable under said act on account of ~~Section~~ ~~of~~ said project, which ~~does not exceed the authorized Federal co-operative share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5516

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 5+64 at the north end of the Rickreall Creek Bridge, in the N 1/2 of Sec. 33, T 7 S, R 5 W, and survey station 27+58.1 in the S 1/2 of Sec. 28, T 7 S, R 5 W, W.M., all within the city limits of Dallas,

, length 0.415 of a mile, in Polk County, being ~~Section~~ ~~XXXX~~ Oregon U.S.Pub.Wks.Hwy. project No. NRS 249(1935), consisting of 0.415 of a mile of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~ known locally as the Rickreall Creek-Coast Junction of the Salem-Dallas Highway in Dallas.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction [redacted] of said project shall not in any event exceed the sum of ten thousand, one hundred nine and no/100 dollars ($10,109.00), certified to the Secretary of the Treasury as above mentioned, which does [redacted] is [redacted] the approved total estimated cost [redacted] of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927, and Chap. 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 31st day of May, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By E. L. Peaslebury

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S 5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U. S. Public Works Hwy. NRS 249 (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 10,109.00 as the total estimated cost of said project, and the sum of 10,109.00 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share~~ is of said total estimated cost.

Done at the city of Washington, this 31st day of May one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By D. W. Mclean
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 S 4829

FORM S-B-1 20228 SCO 9-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

249

May 24, 1935.

IN REPLY PLEASE REFER TO FILE NO.

27 PH
127 PD

Mr. J. E. Devers,
Attorney,
O f f i c e.

Dear Sir:

We hand you herewith for approval as to form the following proposed subcontracts between:

1. The Oregon Contracting Company, contractor, and Babler Bros., subcontractor, for doing the oiling work on the Rickreall Creek-Coast Junction Section, Contract No. 1724. 249

2. Theodore Arens, contractor, and Babler Bros., subcontractor, for doing the oiling work on the McNary-Oak Point Section of the Independence Secondary Highway, Contract No. 1678. 224-B

We would appreciate your decision on these at the earliest date possible.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock
H. G. Smith
S. H. Probert

April 15, 1935

241

Oregon Contracting Company
10109 N. E. Sandy Blvd.
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1724 awarded to you on March 19, 1935, for the grading and bituminous macadam surfacing of the Hickreall Creek-Coast Junction Unit, Dallas Section of the Salem-Dallas Highway in Polk County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Rickreall Creek-Coast Junction Section, Project No. NRS 249 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. HRS 249 (1935)

RICKREALL CREEK-COAST JUNCTION SECTION

OF THE SALEM-DALLAS HIGHWAY IN POLK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 2, 1935

Pavement Widening, Type PW-2
(Sta. 5+64 to 13+55) (Sta. 23+73 to 27+58.11)

60	cu. yds.	Trench Excavation	$ 1.00	$ 60.00
100	cu. yds.	Excavation, Single Class if.	0.30	30.00
0.2	mile	Finishing Roadbed and Slopes	300.00	60.00
60	lin. ft.	48" Corrugated Iron Pipe	8.50	510.00
100	sq. yds.	Removal of Old Pavement	0.25	25.00
40	cu. yds.	Dry Rubble Masonry	4.00	160.00
700	cu. yds.	Selected Roadbed Topping	0.60	420.00
20	cu. yds.	Crushed Gravel Surfacing	2.00	40.00
150	cu. yds.	Crushed Gravel Shoulders	2.00	300.00
60	cu. yds.	Filler	0.40	24.00
60	yd. mi.	Hauling Filler	0.20	12.00
40	M-Gal.	Sprinkling	2.00	80.00
270	cu. yds.	Furnishing, Hauling and Placing Aggregates	3.00	810.00
14	tons	Asphalt in Place	30.00	420.00
3	tons	Emulsified or Cutback Asphalt	30.00	90.00
			Sub-total	$ 3,041.00
			10% Engr. & Cont.	304.10
			Total	$ 3,345.10

Length .222 mile

Cost per mile $ 15,068.01

Bituminous Macadam Wearing Surface, Type B-2
(Sta. 13+55 to 23+73)

190	cu. yds.	Trench Excavation	$ 1.00	$ 190.00
4,400	cu. yds.	Excavation, Single Classif.	0.30	1,320.00
800	yd. mi.	Truck Haul	0.20	160.00
0.2	mile	Finishing Roadbed and Slopes	300.00	60.00

1,000	lin. ft.	Rounding Cutbanks	$ 0.10	$ 100.00
800	lin. ft.	8" Perforated Concrete Pipe	0.45	360.00
60	lin. ft.	18" Corr. Iron Pipe	2.50	150.00
20	lin. ft.	24" Concrete Pipe	3.50	70.00
100	cu. yds.	Rock Backfill in Drains	1.00	100.00
200	sq. yds.	Removal of Old Pavement	0.25	50.00
2,000	cu. yds.	Selected Roadbed Topping	0.60	1,200.00
250	cu. yds.	Salvaging Surfacing Materials	0.50	125.00
200	cu. yds.	Crushed Gravel Surfacing	2.00	400.00
120	cu. yds.	Crushed Gravel Shoulders	2.00	240.00
140	cu. yds.	Filler	0.40	56.00
140	yd. mi.	Hauling Filler	0.20	28.00
110	M-Gal.	Sprinkling	2.00	220.00
260	cu. yds.	Furnishing, Hauling and Placing Aggregate	3.00	780.00
16	ton	Asphalt in Place	30.00	480.00
2	ton	Emulsified or Cutback Asphalt in Seal Coat	30.00	60.00
			Sub-total	$ 6,149.00
			10% Engr. & Cont.	614.90
			Total	$ 6,763.90

Length 0.193 mile
Cost per mile $ 35,201.55

NRS Funds Requested:-

Pavement Widening, Type PW-2- - - - - - - - - - $ 3,345.10
Bit. Macadam, Type B-2- - - - - - - - - - - - - 6,763.90

$ 10,109.00

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, laws 1931

NRS-249

March 19, 1935

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In view of the fact that the District Code Committee for the Crushed Stone, Sand and Gravel Industries has withdrawn its protest of the awarding to the Oregon Contracting Company of the contract for the grading and surfacing of the Hickreall Creek-Coast Junction Unit of the Dallas Section of the Salem-Dallas Highway, Project NRS 249, the Highway Commission desires to make the award of that contract to the Oregon Contracting Company on the basis of the bid submitted by that company on February 28th.

We will be pleased to receive authority from you to make this award.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

...ONERS
...CIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

March 16, 1935

Mr. R. H. Baldock,
O f f i c e .

Dear Sir:

Attached is the original of the reply made by Mr. Montague, Chairman of the District Committee, District No. 1, Sand and Gravel Code Authorities, to my letter inquiring concerning objections made to the award of the contract to the Oregon Contracting Co. for highway construction on the Rickreall Creek-Coast Junction section of the Salem-Dallas Highway.

A copy of the attached letter has been sent today to Mr. Lynch of the Bureau of Public Roads and other copies are inclosed herewith for such use as you may want to make of them.

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.

LETTER TO
Pyrah

District Committee, District No. 1

REGION 16, N. I. R. A. Code No. 109

Code of Fair Competition

FOR THE

Crushed Stone, Sand and Gravel and Slag Industries

43 Southeast Salmon Street
Portland, Oregon

PHONE EAST 3811

DISTRICT COMMITTEE

S. S. MONTAGUE, *Chairman*
Portland
H. F. PUARIEA, *Vice-Chairman*
Portland
D. W. MINSINGER, *Sec.-Treas.*
Portland
C. A. DUNN
Klamath Falls
J. A. GALLAGHER
Corvallis
J. R. McKY
Eugene
ARTHUR MILNE
Portland
A. H. SAXTON
Corvallis

March 15, 1935

Mr. J. M. Devers
Attorney
State Highway Commission
Salem, Oregon

Dear Mr. Devers:

This is in reply to your letter of March 13th regarding the Rickreall Creek-Coast Junction section of the Salem-Dallas Highway.

We have received a letter from Babler Bros. waiving objection to the award of a contract for this project to the Oregon Contracting Co. We have also secured a waiver from the Salem Sand & Gravel Co. to the effect that they would raise no objections, inasmuch as they filed the lowest prices on certain materials.

Without their waiver, they might have complained that the Oregon Contracting Co. were actually making rebates on the lowest prices filed, in order to have the incorporation of the materials into the work.

Under the circumstances, therefore, the District Committee of District No. 1, Region 16, Code 109, will make no objection to the award of this contract to the lowest bidder as you desire.

Yours very truly,

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16 - Code 109

S. S. Montague

S. S. Montague, Chairman

SSM:ES

DISTRICT COMMITTEE, DISTRICT NO. 1

CODE OF FAIR COMPETITION
for the
Crushed Stone, Sand and Gravel and Slag Industries

43 Southeast Salmon Street
Portland, Oregon

March 15, 1935

Mr. J. M. Devers
Attorney
State Highway Commission
Salem, Oregon

Dear Mr. Devers:

This is in reply to your letter of March 13th regarding the Rickreall Creek-Coast Junction section of the Salem-Dallas Highway.

We have received a letter from Babler Bros. waiving objection to the award of a contract for this project to the Oregon Contracting Co. We have also secured a waiver from the Salem Sand & Gravel Co. to the effect that they would raise no objections, inasmuch as they filed the lowest prices on certain materials.

Without their waiver, they might have complained that the Oregon Contracting Co. were actually making rebates on the lowest prices filed, in order to have the incorporation of the materials into the work.

Under the circumstances, therefore, the District Committee of District No. 1, Region 16, Code 109, will make no objection to the award of this contract to the lowest bidder as you desire.

Yours very truly,

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16 - Code 109

(sgd.) S. S. MONTAGUE
S. S. Montague, Chairman

SSM:ES

District Committee, District No. 1

REGION 16, N. I. R. A. Code No. 109

Code of Fair Competition

FOR THE

Crushed Stone, Sand and Gravel and Slag Industries

43 Southeast Salmon Street

Portland, Oregon

PHONE EA 3811

DISTRICT COMMITTEE

S. S. MONTAGUE, *Chairman*
Portland

H. F. PUARIEA, *Vice-Chairman*
Portland

D. W. MINSINGER, *Secy-Treas.*
Portland

L. E. CRASWELL
Portland

C. A. DUNN
Klamath Falls

A. C. LOFTS, Jr.
Hood River

J. R. McKY
Eugene

J. R. REESE
Portland

March 5, 1935

Mr. J. M. Devers
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Devers:

This is in reply to your letter of March 1st concerning protest to the award of contract to the Oregon Contracting Co. for the construction of Rickreall Creek-Coast Junction Section of the Salem-Dallas Highway.

The grounds for this protest are that the Oregon Contracting Co., in effect, was offering materials governed by Code 109 at less than the lowest previously filed prices applicable to this particular construction work. The lowest price filed for the gravel surfacing and shoulders was $2.00 per cu. yd. The Oregon Contracting Co. bid $2.00 per cu. yd. for these materials incorporated into the finished highway. It has been contended, and supported by the Contract Section of N.R.A. at Washington, that this is, in effect, a rebate to the extent, at least, of the cost involved in incorporating the material into the work.

The next lowest bid in compliance with the Code was that of Babler Brothers.

J. C. Compton bid on the same items as the Oregon Contracting Co. 20¢ less than the lowest filed price. Mr. Compton may have been under the misapprehension that the 15% deduction from filed prices, as authorized in the President's Order, could apply to his bid, but in order to take advantage of the 15% tolerance, it would have been necessary for Mr. Compton to have filed prices along with other producers five days prior to opening bids. This he did not do.

The 15% reduction can only be made by the producer bidding direct to the Government or governmental agencies, and he then is allowed to deduct not to exceed 15% from his filed prices or such filed prices of competitors that he indicates to this office that he is meeting.

Yours very truly,

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16 - Code 109

S. S. Montague, Chairman

SSM:ES

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 19, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise you of our prior verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 249 (1935), Rickreall Creek-Coast Junction Unit, Dallas section of the Salem-Dallas Highway, to the Oregon Contracting Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-X-1 17686 1500 11-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 15, 1935

149

Mr. S. S. Montague, Chairman
District Committee, District No. 1
Crushed Stone, Sand and Gravel and
Slag Industries
45 S. E. Salmon Street
Portland, Oregon

Dear Mr. Montague:

I am advised that the bidders on the Rickreall Creek-Coast Junction section of the Salem-Dallas Highway who protested the award by the Commission to the low bidder have now withdrawn their protests and have waived any right to complain, and therefore, because of these conditions, I am advised that the Code authorities will not object to an award of the contract by the Commission to the low bidder.

Will you please advise me if this information is correct and also advise as to whether or not the Commission may now proceed to award the contract to the said low bidder, whose name is Oregon Contracting Company, Portland, Oregon.

The Commission, because of the time factor and because of the fact that the low bid is a satisfactory and attractive bid, is anxious to make the award and proceed with the work at the earliest possible moment. Therefore we will thank you for an early reply.

Yours very truly,

J. M. DEVERS

JMD:AW
cc Mr. W. H. Lynch
Mr. R. H. Baldock
Mr. W. E. Chandler
Mr. H. G. Smith

COPY

247

March 1, 1935

District Committee, District No. 1
Region 16 - Code 109
43 S. E. Salmon
Portland, Oregon

Gentlemen:

This is to advise that as a bidder on the Rickreall Creek-Coast Junction Unit, Dallas Section, we will not protest the award of said project to the Oregon Contracting Co., low bidder.

Very truly yours,

BABLER BROTHERS

By Harry Babler

249

CROSS REFERENCE SHEET

X

Name or Subject Rickreall Creek-Coast Junction Unit, Salem-Dallas Highway - Polk County **File No.**

Regarding Resolution proceedings of City Council of Dallas. **Date** Feb. 14, 1935

SEE 194-B

Name or Subject **File No.**

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO.

February 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. for Oregon U.S.Public Works highway project NRS 249 (1935), the Rickreall Creek-CoastJunction section of the Salem-Dallas Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

February 6, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Rickreall Creek-Coast Junction Section, Project No. NES 249 (1935).

Under separate cover we are sending five bid proposals and five sets of blueprint plans.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [illegible] 249 (1935)

RICKREALL CREEK-COAST JUNCTION SECTION

OF THE SALEM-DALLAS HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 6, 1935

Pavement Widening, Type PW-2 (Sta. 5+64 to 13+55)(Sta. 23+73 to 27+58.1)

60	cu. yds.	Trench Excavation	$ 1.00	$ 60.00
100	cu. yds.	Excavation, Single Classif.	0.30	30.00
0.2	mile	Finishing Roadbed and Slopes	200.00	40.00
60	lin. ft.	48" Corrugated Iron Pipe	8.50	510.00
100	sq. yds.	Removal of Old Pavement	1.00	100.00
40	cu. yds.	Dry Rubble Masonry	3.00	120.00
700	cu. yds.	Selected Roadbed Topping	0.50	350.00
20	cu. yds.	Crushed Gravel Surfacing	2.00	40.00
150	cu. yds.	Crushed Gravel Shoulders	2.00	300.00
60	cu. yds.	Filler	0.50	30.00
60	yd. mi.	Hauling Filler	0.20	12.00
40	M-Gal.	Sprinkling	1.50	60.00
270	cu. yds.	Furnishing, Hauling & Placing Aggregates	3.00	810.00
14	tons	Asphalt in Place	35.00	490.00
3	tons	Emulsified or Cut-back Asphalt	35.00	105.00
		Sub-total		$ 3,057.00
		10% Engr. & Cont.		305.70
		Total		$ 3,362.70

Length .222 mile
Cost per mile $ 15,147.29

Bituminous Macadam Wearing Surface, Type B-2 (Sta. 13+55 to 23+73)

190	cu. yds.	Trench Excavation	1.00	190.00
4,400	cu. yds.	Excavation, Single Classif.	0.30	1,320.00
800	yd. mi.	Truck Haul	0.20	160.00
0.2	mile	Finishing Roadbed and Slopes	200.00	40.00

1,000	lin. ft.	Rounding Cutbanks	$ 0.10	$ 100.00
800	lin. ft.	8" Perforated Concrete Pipe	0.50	400.00
60	lin. ft.	18" Corr. Iron Pipe	2.50	150.00
20	lin. ft.	24" Concrete Pipe	3.50	70.00
100	cu. yds.	Rock Backfill in Drains	1.00	100.00
200	sq. yds.	Removal of Old Pavement	1.00	200.00
2,000	cu. yds.	Selected Roadbed Topping	0.50	1,000.00
250	cu. yds.	Salvaging Surfacing Materials	0.60	150.00
200	cu. yds.	Crushed Gravel Surfacing	2.00	400.00
120	cu. yds.	Crushed Gravel Shoulders	2.00	240.00
140	cu. yds.	Filler	0.50	70.00
140	yd. mi.	Hauling Filler	0.20	28.00
110	M-Gal.	Sprinkling	1.50	165.00
260	cu. yds.	Furnishing, Hauling and Placing Aggregate	3.00	780.00
16	ton	Asphalt in Place	35.00	560.00
2	ton	Emulsified or Cut-back Asphalt in Seal Coat	35.00	70.00
			Sub-total	$ 6,193.00
			10% Engr. & Cont.	619.30
			Total	$ 6,812.30

Length 0.193 mile
Cost per mile $ 35,296.89

RFS Funds Requested:

Pavement Widening, Type PW-2	$ 3,362.70
Bit. Macadam, Type B-2	6,812.30
	$ 10,175.00

December 31, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the East Entrance to Dallas on the Salem-Dallas Highway to which has been assigned No. NRS 249 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. [illegible] (1935)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL RECOVERY HIGHWAY ACT
[redacted]
Approved June 16, 1933, and acts mandatory thereof and supplementary thereto.

(Date) December 27, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved June 16, 1933 ~~July 11, 1916 (39 Stat. 355)~~, entitled "An Act to ~~provide that the United States shall aid the States in the construction~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public ~~thereunder, and for other purposes~~," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road East Entrance to Dallas Section, Salem-Dallas Highway
2. Between ~~control points of official description~~: a point in NW¼ of Sec. 33, T. 7 S., R. 5 W. and a point in SW¼ Sec. 28, T. 7 S., R. 5 W.
3. Between intermediate control points if used: ..... and .....

County of Polk

4. Length in miles (gross) 0.3 (net) 0.3
5. Preliminary estimate of cost: Total, $ 5,000; section of road to be first improved, $ 5,000, of which $ - - is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: .....
(Amount.)
Current income sufficient to insure completion: Chapter 173, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1930.
(Amount.) (Source; refer to statute.)
(*b*) County .....
(Amount.) (Source; refer to statute.)

8—5072

PROJECT
STATE

7. Funds for maintenance to be provided by State, from the following
(State or (and) county.)
sources: Current Income Chapter 41, Laws 1927 Chapter 248, Laws 1933.
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

Dallas

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described as shown by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

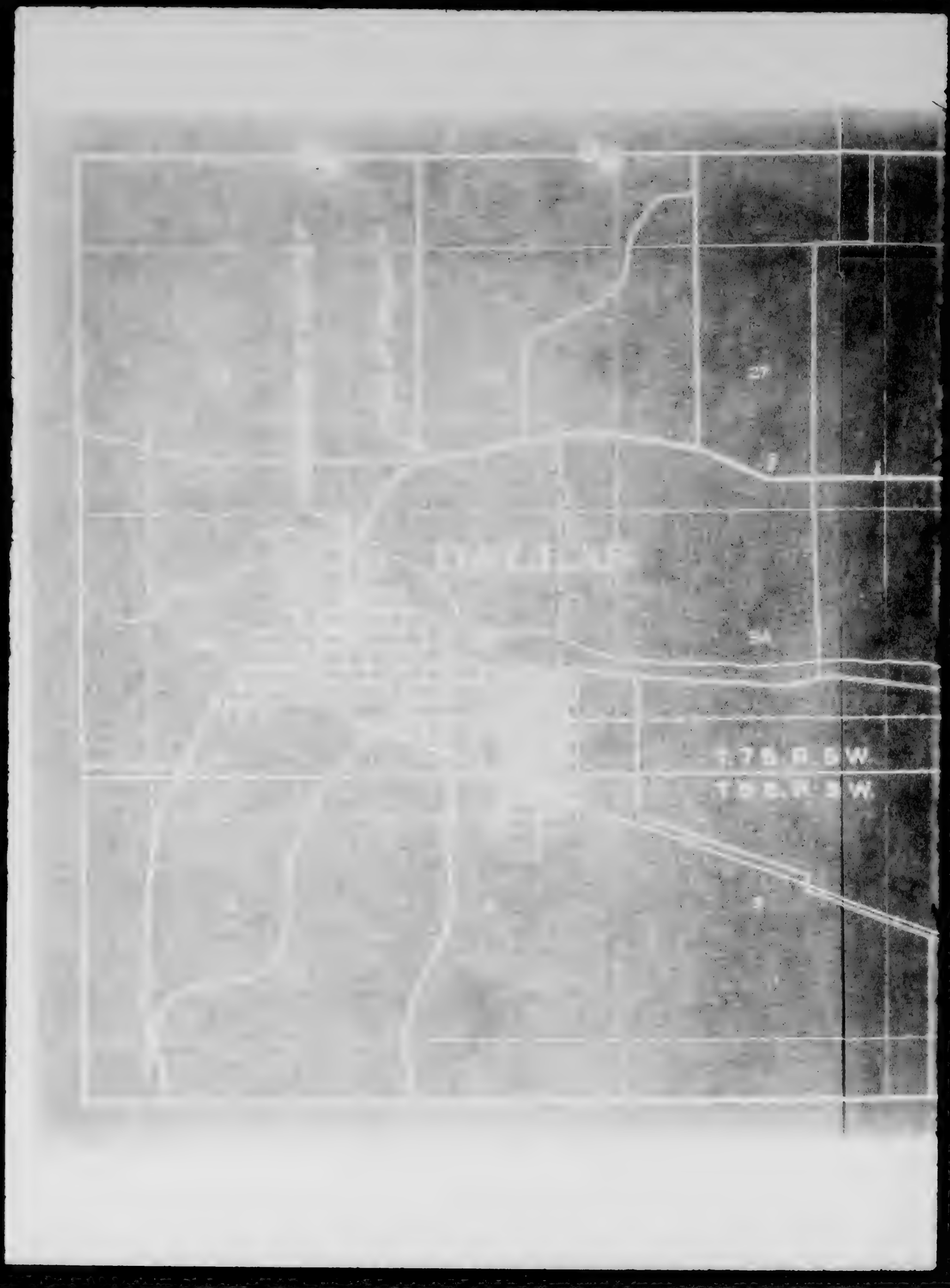
Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By
As Chairman
(Title of officer.)

By
As Commissioner
(Title of officer.)

By
As Commissioner
(Title of officer.)


27
T. 7 S., R. 5 W.
T. 8 S., R. 5 W.

CONTRACT #1725,

NRS 207-B Empire-Pigeon Point Sec. 1935

1725

FORM S-2-1 SM 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
P. L. TOU VELLE, JACKSONVILLE

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 11th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. M. Counts
Empire (Berview), Oregon

Dear Sir:

Mr. Baldock is agreeable to your proposition to finish the grading between Stations 199 and 211 on the Cape Arge Secondary Highway and to move the surfacing material from the old road over to the new. It will be necessary, however, for you to put up an indemnity bond to cover operations on the travelled highway to protect the department and Commission from accidents incidental to the work.

Mr. E. A. Collier, Division Engineer, will contact you regarding the details of this work.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-A-1 6M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Oct. 31, 1935

RECEIVED
NOV 1 1935
IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On October 14th, 1935, we advised you that a deed covering 28/80ths interest in the right of way of the Empire-Pigeon Point Section of the Cape Arago Secondary Highway between station 121+10 and 160+58 is not of record.

We have the following letter from Mr. L. J. Simpson of Empire which is in reply to our inquiry regarding this deed.

"Replying to yours of October 22nd, regarding an ownership of 28/80ths in certain property on the Empire Pigeon Point Section of the Cape Arago Secondary Highway, will state that the same was transferred by deed from this Company to Sitka Spruce Pulp & Paper Company and should have been transferred by the receiver of that company to the present owners, the Coos Bay Pulp Corporation. Undoubtedly the later Company will be glad to execute deed covering this property to the Commission if you furnish them with a deed containing proper descriptions for their signatures."

May we suggest that the Legal Department prepare a deed to be executed by the Coos Bay Pump Corporation to cover their interest in this parcel and present the deed for execution. Right of way description is attached hereto.

Very truly yours,

E. A. COLLIER
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock

CDC:AWF

207-B

October 25, 1935.

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1725, for the construction of the Empire-Pigeon Point Section of the Cape Arago Secondary Highway in Coos County, has been completed by the contractors, J. W. & J. R. Hillstrom, Marshfield, and that final settlement will be made by the State with said contractors for work done under this contract, on or after November 4, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $21,801.10, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-A-1 ARGUS AM 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Oct. 14, 1935

IN REPLY PLEASE REFER TO FILE NO.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Attached hereto find Request for Authority to Purchase a small strip of right of way from the Empire Development Company on the Empire Pigeon-Point Section.

The shape of this tract is shown on the 100 foot hard copy map being sent you today by express. One time, about two months ago, Mr. Simpson told me that he would deed the State this land without cost. Copies of the description are attached hereto.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM S-A-1 25000- 2M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Oct. 14, 1935

IN REPLY PLEASE REFER TO FILE No.

NOTED

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On August 23rd, you requested copies of right of way for Empire-Pigeon Point Section, Cape Arago Highway as recorded in Coos County.

Herewith find a copy prepared by Glenn Roberts from Coos County deed records as of Oct. 5, 1935.

Mr. Roberts reports that one deed required from Empire-Development Company for 28/80ths share of the right of way between station 121+10 and 160+58 is not on record and he states in his letter that he will see Parker about this. I am also writing Parker concerning this tract.

Very truly yours,

W. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. G. E. Roberts

WAC:AWF

FORM S-A-1 83699 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Oct. 14, 1935

IN REPLY PLEASE REFER TO FILE NO.

NOTED

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. H. BISHOP

Dear Sir:

I have received final weekly oiling reports for the work done by Nash oiling crew for the contractor on the Murphy-Grays Creek Section and on the Empire-Pigeon Point.

It appears that we lost about $300.00 on the Murphy-Grays Creek Section on account of the low price per ton for asphalt provided in our contract. In my estimate of last December, I used $28.00 per ton but when the provision covering placing of oil mat by State crew was added in the Salem office, the figure of $22.00 per ton was used. We should have had $28.00 per ton to come out with a small balance on this job.

On the Empire-Pigeon Point job it is apparent that we are about $400.00 ahead so that we did not lose anything on the seasons work on contract jobs.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

2010

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 27, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRS 207-B (1935), Empire-Pigeon Point Sec., Cape Arago Hwy., Coos County, was made by a representative of this office on September 12, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Form 388—SM—2-35

2013

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 21st., 1935, *193*

Section Empire – Pigeon Point

Kind of work Grading, Surfacing & O'ling

Highway Cape Arago Secondary

Section prefix 106-1009

Contractor J. W. & J. R. Hillstrom

Contract number 1725

Date of contract March 28th., 1935, *193*

Date of completion Aug. 31st., 1935, *193*

Date work started April 16th., 1935, *193*

Estimated date of completion Sept., 7th., 1935 *193*

Amount of contract $ 27,031.00

Per cent of time elapsed 104% %

Estimated cost of completed project, exclusive of engineering $ 25,886.51

Per cent of contract completed, based on total contract price 100% %

Engineering cost to date, $ 2,091.50, 7.7% %

Date project was completed , *193*

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed final estimate and expressed same to Mr. Collier Friday.

Completed seting right of way posts.

SALEM
SEP 23 1935

Signed Glen C. Roberts

Address Reedsport, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RAC:AWP

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
			State Park		
Miles in project	1.81	1.81		1.81	
Miles partially completed	xxxxx	xxxxxx		xxxx	
Miles completed	1.81	1.81		1.81	
Total estimated quantities	6532	4826	399	75 Tons	
Estimated quantities moved or placed to date	6532	4826	399	75 Tons	
Average daily quantities	xxxxxx	xxxx	xxx	x xx	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ..... Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Bright		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Bright		
Friday	Cloudy		
Saturday	Fair		

FAC:AWF

FORM S-A-1 22630 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

Sept. 21, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: S. H. PROBERT

—UNDERRUNS AND OVERRUNS, EMPIRE-PIGEON POINT SECTION—

Dear Sir:

The grading on this job was largely scratch work and a readjustment of haul occurred so that the overhaul was decreased and truck haul increased but the total cost on the final estimate for hauling is almost exactly the same as the total on the preliminary estimate.

Salvaging culvert pipe overran as another old culvert was found during construction.

Porous drain tile underran as less was required during construction than estimated.

There was an underrun of 5 feet in the 12" culvert pipe as the 5 foot allowance in the preliminary estimate was not needed.

There was a considerable overrun of 12" corrugated iron culvert pipe as several additional entrances were developed between the time of location survey and the time of letting the contract.

The 24" concrete culvert pipe underran 10 feet as the allowance in the preliminary estimate was not required.

Filler and filler haul underran as it was found necessary to use only about 5% filler on the crushed rock surfacing.

Cutback asphalt underran as the second seal was shot at 0.20 gallons per square yard instead of 0.25 gallons.

The total authorization was $29,734.10 and the total for this final estimate is $27,978.01.

No contingencies were required.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith

EAC:AWF

#1725

20713

September 9, 1935.

Mr. L. A. Collier
Division Engineer
Roseburg, Oregon

Dear Sir:

We hand you herewith a copy of a letter from J. W. & J. R. Hillstrom, requesting an extension of time on their contract, No. 1725, Empire-Pigeon Point Section.

Please advise of your recommendation.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

Encl.
JM:CE

FORM S-A-1 10164 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. S. BLAIBYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Aug. 17, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

We do not have in our files a record of the right of way actually deeded to the State or County for the Empire—Pigeon Point Section of the Cape Arago Secondary Highway in Coos County.

Will you please either send us a copy of all the deeds that have so far been secured or a copy of the 100' to the inch map on which is shown the right of way actually acquired.

Very truly yours,

E. A. COLLIER
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock

CDC:AWF

FORM S-A-1 1918a 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 29, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Present indications are that Nash will finish all oil operations in the vicinity of Coos Bay by August 10th, except our contract job--Empire-Pigeon Point. 2073

The contractor may have this job ready by August 10th, although he has quite a little yet to place. If it is not ready I intend to hold Nash at North Bend until it is ready. After placing first seal I intend to hold Nash's crew one week to place second seal. Under the best circumstances this will mean Nash finishing second seal August 19th. He would then move to Grants Pass and shoot second seal on Murphy, August 21st. 244 A

The date for completion of Murphy job is August 1st, Unless directed otherwise by your office I will wait until August 15th, and then ask Hall to apply for extension of time and secure consent of his surety, giving as his reason for extension the State's inability to place the second seal for him.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. J. N. Bishop

EAC:AWF

NOTED
State Highway Engineer

RECEIVED

207-B

July 23, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of July 13, 1935, containing inquiry concerning the oiling work to be performed by state forces on the Empire-Pigeon Point Section, Project No. NRS 207-B (1935).

The specifications for this project permit the contractor, if he chooses, to have the oiling work done by the state at certain unit prices which are stated in the specifications. Regardless of how the contractor chooses to have the work done, the payments to him are based on the unit bid prices as given in his bid proposal, but if he chooses to have the work performed by the state, a deduction is made from his estimates, the deduction being based on the quantities of work as given in the estimate and the unit prices set forth in the specifications.

To comply with the recent regulation concerning the deducting from government payments, rentals of any public owned equipment used by the contractor, it is our opinion that the most convenient way to accomplish this result for Project No. 207-B (1935) is to prepare the final Federal Aid Voucher in the usual manner, using the final estimate quantities and agreement estimate prices and to make a deduction for the state-owned equipment used, on the basis of the usual state rental rates.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

July 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

It has come to our attention that you propose to oil Oregon USPW Hwy.Proj. No. NRS-207-B (1935) with State forces, in accordance with an agreement with the contractor.

Your attention is called to the fact that rental of publicly-owned equipment is ineligible for Federal funds and that no variation from the plans and specifications for this contract can be permitted without prior approval.

Please advise how it is proposed to determine the unit prices exclusive of equipment rental. Presumably those in the contract include rental.

Very truly yours,

W. H. LYNCH
District Engineer

F. E. ANDREWS
Senior Highway Engineer

July 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

It has come to our attention that you propose to oil Oregon USPW Hwy.Proj. No. NRS-207-B (1935) with State forces, in accordance with an agreement with the contractor.

Your attention is called to the fact that rental of publicly-owned equipment is ineligible for Federal funds and that no variation from the plans and specifications for this contract can be permitted without prior approval.

Please advise how it is proposed to determine the unit prices exclusive of equipment rental. Presumably those in the contract include rental.

Very truly yours,

W. H. LYNCH
District Engineer

F. E. ANDREWS
Senior Highway Engineer

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRS 207-B (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

July 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hwy. 25778

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. HRS 207-B (1235)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 8th day of September, 1933, a project statement, which was approved by the Secretary on the 2nd day of October, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 8th day of February, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty eight thousand, six hundred seventy eight and 10/100

dollars ($ 28,678.10) as the share of the United States payable under said act on account of Section B of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 40+00 in the SE 1/4, Sec. 19, T 25 S, R 13 W, and survey station 135+65 in the NE 1/4, Sec. 36, T. 25 S, R 14 W,

, length 1.811 miles, in Coos County, being Section B of Oregon U.S.Pub.Hwy. project No. NRS 207(1935), consisting of 1.811 miles of roadway and 20 bridges, each of more than 20 feet clear span, known locally as the Empire-Pigeon Point section of the Cape Arago Highway.

S—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty eight thousand, six hundred seventy eight and 10/100 dollars ($ 28,678.10), certified to the Secretary of the Treasury as above mentioned, which [illegible] the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payments or moneys made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927, and Chap. 248, Laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22 day of June, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By .....

Chairman, State Highway Commission
(Title of officer)

By Carl Washburne

Member, State Highway Commission
(Title of officer)

By E R Lowing

Member, State Highway Commission
(Title of officer)

By .....

.....
(Title of officer)

By .....

.....
(Title of officer)

SECRETARY OF AGRICULTURE,

By .....
Acting Chief, Bureau of Public Roads.

S. 5511

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks.Hwy. IRS 207-B (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 28,678.10 as the total estimated cost of said project, and the sum of $ 28,678.10 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of 1a said total estimated cost.

Done at the city of Washington, this 22nd day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

FORM S-A-1 10819 1SM 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PRINEVILLE

H. M. GLADSTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 12,1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Glen Roberts,
Resident Engineer,
Reedsport, Ore.

Dear Sir:

Replying to your letter of July 9th, re right of way on the Empire-Pigeon Point Section of the Cape Arago Secondary Highway in Coos County. We have indicated on each description being returned herewith those parcels for which we have received certified copies of deeds. We suggest that you check up on the missing deeds with the County Clerk and request that we be furnished with certified copies of those missing.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R.H.Baldock
E. A. Collier

FORM 401 P. 7-33 SM

#1725

207 B

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

6TH FLOOR YEON BUILDING
Portland, Oregon
ATWATER 9521

July 12, 1935

Oregon State Highway Commission,
Salem,
Oregon

Re: J. W. & J. R. HILLSTROM
Marshfield, Oregon

Gentlemen:

We understand that J. W. and J. R. Hillstrom have a contract for resurfacing and oiling one and 2/10 miles of highway below Empire, Oregon.

We anticipate furnishing this firm with petroleum products on this contract and will therefore appreciate your completing the attached contractor's questionnaire and returning it in the enclosed business reply envelope.

Yours very truly,

UNION OIL CO. OF CALIFORNIA

T. O. Fudge
District Credit Supervisor

LH:D

FORM 8-A-1 10194 8M 1-38

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 22, 1955.

NOTED
-ate Highway Engineer

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

We expect to stake the right of way on the Empire-Pigeon Point Section of the Cape Arago Secondary Highway and would like a copy of the deed descriptions for all property purchased on this section.

Please send a copy to Resident Engineer Roberts at Reedsport, Oregon.

Very truly yours,

E. A. COLLIER
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock
cc. G. E. Roberts

CDC:AWF

Construction
Compensation Insurance Payments
-1935- 307

May 10, 1935

Liljeqvist, Swanton & Slack
Attorneys and Counselors
Marshfield, Oregon

Attention: Mr. L. A. Liljeqvist

Gentlemen:

Reference is made to your letter of May 6th regarding payment of the final estimate to Hillstrom Bros. for the South Slough bridge contract, being State Highway contract #1584.

Investigation reveals that the final voucher is now being prepared and probably will be sent to Hillstrom Bros. within the next two or three days for acceptance. It will be placed in line for immediate payment as soon as it is returned by the contractor properly executed. In accordance with our usual practice, of course, it will be necessary for us to give the bonding company 10 days notice of this payment.

The only knowledge we have of a claim of the Pacific Iron Works is the statement they filed in our office some time ago, a copy of which was sent to you on April 17th. If, as we have been informed, Hillstrom Bros have paid $1,000 on this claim, the balance due and payable according to the statement of the Pacific Iron Works, is $716.16.

Very truly yours,

HBG:OG

Secretary

#1584

...N LILJEQVIST
BENNETT SWANTON
H. A. SLACK
JOS. A. MCKEOWN

LILJEQVIST, SWANTON & SLACK
ATTORNEYS AND COUNSELORS

MARSHFIELD, OREGON
AMERICAN BUILDING

May 6, 1935

Secretary State Highway Commission

Salem, Oregon

Dear Sir:

In reference to the settlement of the account of Hillstrom Bros. on the South Slough bridge, we are unable to understand why the balance of the money to Hillstrom Bros. should not be paid because of a dispute between them and the Pacific Iron Works as to a small amount, and as to which amount we claim there has been complete settlement, because a check in full and marked in full satisfaction and settlement of account was accepted by the Pacific Iron Works and endorsed by them under such an acknowledgment of satisfaction of claim.

We do not understand from the preceding letter just exactly how much it is that the Pacific Iron Works claims is due them from Hillstrom Bros. We think your engineer will verify that Pacific Iron Works have been paid more than is actually due.

Very truly yours,

JAL:v

final warrant check 1.1
no the claims
for the claims 7.16.16

FORM G-A-1 10M 8-34

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

244.2
Ell T 207L

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

May 4, 1935.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

I am advised today by Mr. Hillstrom he will accept the offer made by the Highway Commission to apply the oil on the Empire-Pigeon Point Section.

Last Saturday Mr. Hall told me he was planning to have the State place the oil on the Murphy Section.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM S-A-1 10134 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 26, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

In the Empire-Pigeon Point Section we provide for stock-piling crushed gravel at the Cape Arago Park. The provision for this material was added at the Salem office and I am not sure whether it is intended to be used in the park or for maintenance for the road leading to the park.

If it is to be used in the park it seems to me probable that Boardman might want some of this truck-spread on his road as this would save picking it up again. It is also probable if the rock is to be used by him he will have a certain place where he wishes it stockpiled. Please advise at your early convenience.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. G. E. Roberts

EAC:AWF

FORM S-A-1 10-29 ITEM 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 27, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

On the Empire-Pigeon Point and the Murphy-Gray's Creek Sections, the contracts state that in case the contractor is unable to make other satisfactory and economical arrangements for the applying of the oil surface treatment, then the State Highway Commission would apply the oil treatment for the contractor at stated prices and subject to stated terms. The contracts also state that the written acceptance must be received by the State on or before June 1, 1935.

Although the contractors have until June 1st, to exercise their acceptance, The Maintenance Department advises that it would be a great help to them in planning their oiling schedule if they knew at this time whether the contractors on these two projects were or were not going to do the work with their own forces. It may be that the contractors know at this time their plans. Will you please contact the contractors and advise if possible how they have in mind to handle thier jobs and we will advise the Maintenance Department accordingly.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. F. Low
H.

CC to
R.H. Baldock

FORM S-A-1 10164 6M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

244A
1R & 207B

OREGON STATE HIGHWAY COMMISSION

SALEM

April 18, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.

R. H. Baldock
State Highway Engineer

Salem, Oregon.

ATTN: J. N. BISHOP

Dear Sir:

Your two letters of April 17th, received stating that the Highway Department has agreed to do the oiling for the contractors on the Murphy-Grays Creek and on the Empire-Pigeon Point Section. The instructions contained in your letters will be given to the Resident Engineer and the proceedure outlined in your letter followed.

Please advise if each of these two contractors have made definite agreement to have the State do this work. The offer of the Highway Commission to do this work is open to the contractor on each of these jobs until June 1st, and I have not been notified by either of them that they have elected to have the State do the work.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R.H. Baldock
cc. V. L. Goodnight
cc. G. E. Roberts

EAC:AWF

B-A-1 10819 15M 9-54

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALD
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

2.07B

April 15, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

In compliance with your letter of April 4th, concerning an error on the Empire-Pigeon Point project typical section I have prepared a letter and secured signature of Mr. Hillstrom relative to this correction in order that the change may not later be used as a basis for claim.

Attached hereto you will find three copies of the letter. I have retained one copy for my files and Mr. Hillstrom has a copy.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

207B

April 15, 1935

J. W. & J. R. Hillstrom
General Contractors
1227 North Eighth Street
Marshfield, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1725 awarded to you on March 28th, 1935, for the grading, surfacing and oiling of the Empire-Pigeon Point Section of the Cape Arago Secondary Highway in Coos County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Empire-Pigeon Point Section, Project No. NRS 207-B (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 207-B (1935)

ROGUE-PIGEON POINT SECTION OF THE

CAPE ARAGO HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

All Required		Clearing and Grubbing		$ 500.00
500	cu. yds.	Trench Excavation	$ 1.00	500.00
6,700	cu. yds.	Excavation, Single Classif.	0.30	2,010.00
4,000	yd. sta.	Overhaul	0.02	80.00
350	yd. mi.	Truck Haul	0.15	52.50
1.8	mile	Finishing Roadbed and Slopes	150.00	270.00
9,000	lin. ft.	Rounding Cutbanks	0.09	810.00
130	lin. ft.	Salvaging Culvert Pipe	0.50	65.00
230	lin. ft.	8" Perous Drain Tile	0.45	103.50
6	lin. ft.	12" Concrete Pipe	2.00	12.00
180	lin. ft.	12" Corr. Iron Pipe	1.30	234.00
180	lin. ft.	18" Concrete Pipe	2.50	450.00
200	lin. ft.	18" Corr. Iron Pipe	2.00	400.00
70	lin. ft.	24" Concrete Pipe	3.50	245.00
5,200	cu. yds.	Crushed Rock Surfacing	2.55	13,260.00
400	cu. yds.	Filler	0.30	120.00
400	yd. mi.	Hauling Filler	0.20	80.00
170	M-Gal.	Sprinkling	1.50	255.00
1,000	cu. yds.	Mineral Aggregate in Place	4.15	4,150.00
20	Tons	Emulsified or Cutback Asphalt in Seal Coat	32.50	650.00
64	Tons	No. 3 Oil in Place	28.50	1,824.00
			Sub-total	$ 26,071.00
			10% Engr. & Cont.	2,607.10
			Total	$ 28,678.10

Length 1.811 miles
Cost per mile $ 15,835.50

NRS Funds Requested- $ 28,678.10

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

April 4, 1935

207B

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

Since talking with you yesterday, by telephone, we have checked the roadbed width to be used on the Empire-Pigeon Point Project and find that through some error the plans call for a 22-foot width, whereas the platted cross-sections submitted from the field indicate a width of 26 feet prior to the application of surfacing. After the surfacing is added, the resultant width of roadbed will be approximately 24 feet.

We have revised the typical cross-section sheet of the plans in accordance with the above findings and a revised copy is being sent to you herewith. It is suggested that you have an agreement in writing with the contractor relative to this correction in order that the change may not later be used as a basis for claims.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:ER

cc Glenn Roberts

Encl.

April 4, 1935

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

As a result of an error in preparing the typical cross-section sheet for the Empire-Pigeon Point Project (NRS Project No. 207-B) the width of roadbed was shown as 22 feet, whereas the grading quantities were worked up for a 24-foot roadbed. We have, accordingly, prepared a revised typical cross-section sheet and are sending five copies to you, under separate cover.

If any further action, in connection with this change, is necessary, please advise.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

207-C
1935

April 2, 1935

J. W. & J. R. Hillstrom
1227 N. 8th Street
Marshfield, Oregon

Gentlemen:

For use in connection with the Empire-Pigeon Point grading, surfacing and oiling project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, I.O.O.F. Building, North Bend, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MK

Encl.

cc Mr. E. A. Collier
Glen Roberts

FORM S-A-1 10310 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

20 7B

March 29, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: OSCAR CUTLER

Dear Sir:

A copy of your letter of March 18th, to H. H. Hull, City Recorder of Empire, has been received.

Your requested the City Council to pass a resolution relative to grades for the improvement contemplated on the Empire-Pigeon Point Section.

Attached hereto you will find a description of the boundaries of Empire and a sketch prepared by Joe Toole which indicate that none of this project is inside the city limits of Empire. Please have Mr. Skelley check this with the information he has on hand and return the sketch and description to this office.

Under these circumstances it would appear unnecessary to require this resolution.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

March 29, 1935

207B

J. W. & J. R. Hillstrom
1227 North 8th St.
Marshfield, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 28 for the construction of the Empire-Pigeon Point Section of Cape Arago Secondary Highway in Coos County, and has awarded to you the contract for such work at your bid price of $27,031.00, based on the use of No. 5 Road Oil.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 207-B (1935), Empire-Pigeon Point section of the Cape Arago Highway, to J.W. & J.R. Hillstrom, Marshfield, Oregon, who submitted the low bid.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.————

POST OFFICE BUILDING
PORTLAND, OREGON

March 11, 1935

Mr. R. H. Baldock
StateHighway Engineer
Salem, Oregon

Dear Sir:

This is your authority to readvertise Oregon U.S.Public Works highway project NRS 207-B (1935), the Empire-Pigeon Point section of the Cape Arago Highway.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-A-1 10510 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL S. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGI
SALEM

Div. Engr.

207 L

OREGON STATE HIGHWAY COMMISSION

SALEM

March 15, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

112-2-E

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Attached hereto you will find an estimate of the unit costs and total cost for the Empire-Pigeon Point grading and surfacing project. It is possible some contractors will cut the item of $1.75 for placing mineral aggregate.

This price is what the State offers to place mineral aggregate for, and on account of the short section and isolated situation the price is about right.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

FORM S-A

EMPIRE-PIGEON POINT, GRADING
SURFACING AND OILING

March 15, 1935
E. A. Collier, Div. Engr.

ENGINEER'S ESTIMATE

1. Clearing and Grubbing			$270.
2. Trench Excavation	500 cu. yds. at	$.75 yd.	375.
3. Excavation, Single Class	6,700 " "	.30	2010.
4. Overhaul	4,000 yd. stas.	.03	120.
5. Truck Haul	350 yd. miles	.20	70.
6. Finishing Roadbed and Slopes	1.8 miles	200.	360.
7. Rounding Cutbanks	9,000 lin. ft.	.08	720.
8. Salvaging Culvert Pipe	130 lin. ft.	.50	65.
9. 8" Porous Drain Tile	230 lin. ft.	.40	92.
10. 12" Concrete Pipe	6 lin. ft.	1.50	9.
11. 12" Corrugated Iron Pipe	180 lin. ft.	1.50	270.
12. 18" Concrete Pipe	180 lin. ft.	2.50	450.
13. 18" Corrugated Iron Pipe	200 lin. ft.	2.50	500.
14. 24" Concrete Pipe	70 lin. ft.	3.50	245.
15. Crushed Rock Surfacing	5,200 cu. yds.	2.75	14,300.
16. Filler	400 cu. yds.	.40	160.
17. Hauling Filler	400 yd. mi.	.20	80.
18. Sprinkling	170 M-Gals	1.50	255.
19. 2"-0" Crushed rock in stockpile	400 cu. yds.	3.25	1300.
20. Mineral Aggregate in Place	1,000 cu. yds.	4.30	4300.
21. Emulsified or cutback Asphalt in Seal Coat	20 tons	32.00	640.
22-a. No. 3 Road Oil in Place	64 tons	30.00	1920.

Total Amount of Bid (Using Road Oil) $27,511.

Plus 10% contingencies and engineering 2,731.

Total - - - $30,042

EMPIRE-PIGEON POINT, GRADING
SURFACING AND OILING

March 15, 1935.
E. A. Collier, Div.Engr.

ESTIMATE - UNIT PRICES

CRUSHED ROCK SURFACING

Present price crushed gravel North Bend	$1.80
5.5 miles average haul at .12	.66
Street Work	.29
	$2.75

2"-0" CRUSHED ROCK IN STOCKPILE AT CAPE ARAGO

Price North Bend	$1.80
Haul 14.5 miles at .10	1.45
	$3.25

If this comes by barge it could be unloaded at Charleston.

Price estimated, Charleston	$2.50
6 miles haul at 12	.72
	$3.22

MINERAL AGGREGATE IN PLACE

Price, North Bend	$1.80
5.5 miles haul to stockpile at .12	.66
Stockpiling, clear site etc.	.10
States price to place	1.75
	$4.31

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

February 8, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works Highway Project No. NRS 207-B (1935), the Empire-Pigeon Point section of the Cape Arago Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

As covered in our telephone conversation with Mr. Probert, there is a possibility that the narrow roadbed width, 20 ft., may not be satisfactory, and if such is found to be the case, our recommendation is conditioned upon such changes being made as are necessary.

Very truly yours,

W. H. LYNCH
District Engineer

February 4, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Empire-Pigeon Point Section of the Cape Arago Highway, Project No. NRS 207-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 207-B (1935)

EMPIRE-FISHER POINT SECTION OF THE

CAPE ARAGO HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 4, 1935

All Required		Clearing and Grubbing		$ 300.00
500	cu. yds.	Trench Excavation	$ 1.00	500.00
6,700	cu. yds.	Excavation, Single Classif.	0.30	2,010.00
4,000	yd. sta.	Overhaul	0.03	120.00
350	yd. mi.	Truck Haul	0.20	70.00
1.8	mile	Finishing Roadbed and Slopes	200.00	360.00
9,000	lin. ft.	Rounding Cutbanks	0.10	900.00
130	lin. ft.	Salvaging Culvert Pipe	0.70	91.00
230	lin. ft.	8" Perous Drain Tile	0.40	92.00
6	lin. ft.	12" Concrete Pipe	1.50	9.00
180	lin. ft.	12" Corr. Iron Pipe	1.50	270.00
180	lin. ft.	18" Concrete Pipe	2.50	450.00
200	lin. ft.	18" Corr. Iron Pipe	2.50	500.00
70	lin. ft.	24" Concrete Pipe	3.50	245.00
5,200	cu. yds.	Crushed Rock Surfacing	2.50	13,000.00
400	cu. yds.	Filler	0.50	200.00
400	yd. mi.	Hauling Filler	0.20	80.00
170	M-Gal.	Sprinkling	1.50	255.00
1,000	cu. yds.	Mineral Aggregate in Place	3.50	3,500.00
20	tons	Emulsified or Cut-back Asphalt in Seal Coat	35.00	700.00
64	tons	No. 3 Oil in Place	31.00	1,984.00
76	tons	Tar in Place	27.00	(Alternate)
			Sub-total	$ 25,636.00
			10% Engr. & Cont.	2,563.60
			Total	$ 28,199.60

Length 1.811 miles
Cost per mile $ 15,571.28

NRS Funds Requested- $ 28,199.60

PR 207

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 14, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to proposed project statement and sketch map for Oregon U. S. Public Works project No. NRS 248 (1935).

As discussed with our Mr. Davis, this section has been taken care of by the extension of Oregon U. S. Public Works project No. NRS 207 (1935) and the sketch map only submitted. This will cover the work contemplated south of Empire.

We are in receipt of advice that this revised project statement sketch map, involving the improvement of 2.26 miles of the Cape Arago Highway in Coos County, has been examined and approved and has been placed in the records as superseding the sketch map previously approved.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

File PR 207

December 31, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Empire-Pigeon Point Section of the Cape Arago Highway to which has been assigned No. NRS 248 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

Approved as an extension
7 PR 207

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. ERS 248 (1933)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL RECOVERY HIGHWAY ACT
~~FEDERAL AID ROAD ACT~~
~~approved July 11, 1916 (39 Stat., 355), thereof and supplementary thereto~~
Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) December 27, 1934

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355)~~ June 16, 1933, entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Empire-Pigeon Point Sect., Cape Arago Highway
2. Between ~~control points or official description~~: a point in S. E. ¼ of Sec. 19, T. 25 S., R. 13 W., and a point in S. W. ¼ of Sec. 36, T. 25 — S., R. 13 W.
3. Between intermediate control points if used: ..... and .....

County of Coos

4. Length in miles (gross) 2.3 (net) 2.3
5. Preliminary estimate of cost: Total, $ 26,000; section of road to be first improved, $ 26,000, of which $ - - is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ..... (Amount.)
Current income sufficient to insure completion: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 248, laws 1933. (Refer to statute.)

(b) County ..... (Amount.) (Source; refer to statute.)

8—5072

PROJECT
STATE

7. Funds for maintenance to be provided by State, from the following
(State or (and)county.)
sources: Current Income: Chapter 41, laws 1927; Chapter 248, laws 1930.
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

As Chairman
(Title of officer.)

By

As Commissioner
(Title of officer.)

By

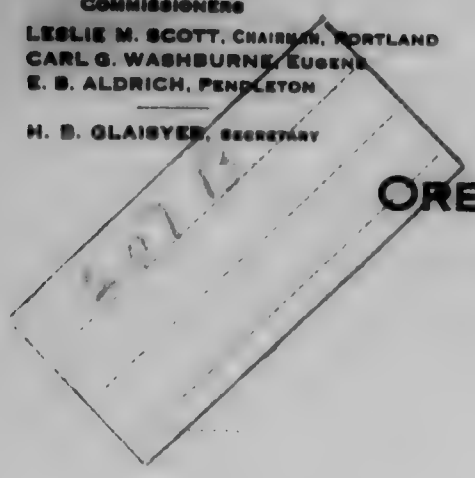
As Commissioner
(Title of officer.)

EMPIRE

FORM S-A-1 16510 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY



R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Dec. 24, 1974.

112.2-F

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Mr. Roberts tells me that on the Empire-Pidgeon Point Section there whould be 210 feet of 8" drain tile from station 59+90 to station 62 and the trench excavation will be 33 cubic yards. He thought he had this on the original plans but it did not show on the blue prints we had the other day.

Also there should be at station 434+00 on the left a road approach with 12" pipe 16' long and two cubic yards trench excavation.

Very truly yours,

E. A. Cellier
Division Engineer

cc. R. H. Baldock
EAC:AWF

CONTRACT# 1726,

NRM 141-F Golden Ave.-Johnson Ave., 1934
(Marshfield) Paving

1726

141-7

July 30, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the final Federal Aid Voucher recently submitted for the Golden Avenue-Johnson Avenue Section in Marshfield, Project No. NRM 141-F (1935).

Due to variations encountered during construction, the cost of the 36' roadway section overran the preliminary estimate. However, an underrun occurred on the 40' roadway section, and we wish to apply the excess funds set up on this latter section on the increased cost of the 36' roadway section, providing this procedure meets with your approval.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

141-7

June 25, 1935

R. I. Stuart & Sons
Medford, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of July 30, 1935 for an extension of time in which to complete your contract for paving the Golden Avenue-Johnson Avenue Unit, Marshfield Section of the Oregon Coast Highway in Coos County. There follows an excerpt from the minutes of the State Highway Commission meeting held on September 5, 1935 covering this matter:

"R. I. Stuart & Sons - Contract No. 1726 - paving Golden Avenue-Johnson Avenue Unit, Marshfield Section, Oregon Coast Highway, Coos County - requested an extension of time of 20 days, from August 15 to September 5, 1935, in which to complete this project, giving as their reason for the delay that they experienced difficulty in securing a plant to do the asphalt paving work. The Engineer advised that the contractor arranged for the use of the paving plant for this job, but, due to the fact that this plant was being used on other work, they were unable to get it as soon as planned and they were also unable to secure another plant. He further advised that the traveling public has not been seriously inconvenienced by the delay, nor has the engineering cost in connection with the project been materially increased. He recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation."

This information is given you simply to complete your records on this subject.

Very truly yours,

DP

Secretary

FORM S-A-1 SM 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

141-7

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

January 3rd, 1936

Mr. K. E. Johnston
Resident Engineer
State Highway Dept.
Eugene, Oregon

NOTED
State Highway Engineer

Dear Sir:

We have just noted the extra work order bills sent in on the Golden Avenue-Johnson Avenue project in Marshfield, Contract #1726. This job has been final, and payment has been accepted by the contractor. The payment of these force account bills will mean the issuing of a post-final, which entails a lot of extra work. The semi-final quantity summary sheet submitted for this job indicated that all work had been completed and all bills submitted.

In the future, where it is known that all extra work order bills have not been submitted, the estimated amount of the bills is to be shown in the column "Estimate Corrected to Date", and the amount of the bills as have been submitted will be shown in the column "Completed to Date". The difference, or the amount of outstanding bills, will be shown in the last column "Amount of Work to be Completed". When outstanding bills are shown in this manner, the final voucher will be held up until all bills are received. Please watch this in the future.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
Chas. E. Low
H

cc to: R. H. Baldock
Paul Van Scoy

A-1 SM 8-35

COMMISSIONERS
IV F. CASELL, CHAIRMAN, PORTLAND
ALDRICH, PENDLETON
L G. WASHBURNE, EUGENE

B. GLAISYER, SECRETARY

141

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Dec. 27, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

We are attaching hereto Force Order bills number 4 and 5 covering Extra Work Orders number 2 and 3 on the Golden Avenue-Johnson Avenue Unit, Marshfield, contract 1726.

These bills cover supplies used on the extra work and we believe are just charges against the contract.

The delay in submitting the bills is due to the fact that the contractor did not submit them for approval until just recently in spite of the fact that Resident Engineer Johnston had repeatedly asked the contractor to submit his bills.

Very truly yours,

PAUL VANSCOY
Acting Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock
cc. E. E. Johnston, Eugene, Ore.

CDC:AWF

NOTED

1417

November 12, 1935

Mr. C. E. Gates
C. E. Gates Auto Co., Inc.
Medford, Oregon

Dear Mr. Gates:

A warrant in the sum of $798.09, covering final payment on the Golden Avenue-Johnson Avenue Unit of the Marshfield Section, was mailed to R. I. Stuart & Sons on October 21, 1935.

A warrant in the sum of $1,554.81, covering semi-final payment on the Klamath Rock Production Project, was mailed on November 7, 1935. The retained percentage on this contract is $599.39 and this is about the amount of the final payment which will be made. Final payment will probably be made in about twenty days.

Very truly yours,

State Highway Engineer

Mr. Baldock:

Warrant in the sum of $798.09 was mailed to the Colonel on Oct, 21, 1935 covering final payment on his Golden Ave.-Johnson Ave., Marshfield paving contract.

Warrant in the sum of $1,354.81 was mailed to him on Nov, 7, 1935 covering semi-final payment on his Klamath Rock Production Project. Retained percentage on this contract is $599.39and is about the amount he will receive as final payment. We will probably be ready to make final payment on this job in about 20 days.

J. McFarland.

Col. Stuart guaranteed the payments on the truck,and in fact,he accepted a order signed by the truck owner.

The Colonel now claims that he has not received any money from any of the jobs that he has had during the last year. He has had several contracts in Klamath County and one in Marshfield.

Will you please look into this matter and find out just how he stands and let us know whether he really has any money coming from the State on these different contracts. and we will appreciate this information very much.

Very truly yours,

C. E. GATES [illegible] CO., INC.

CEG:[illegible]r

By C E Gates

C. E. GATES AUTO CO., INC.

SALES Ford SERVICE

CORNER SIXTH AND RIVERSIDE
MEDFORD, OREGON

November 7, 1935

Mr. Sam Baldock, Chief Engineer
State Highway Department
Salem, Oregon

My dear Sam:

We are having a lot of difficulty with Col. R. I. Stuart and the truck man who has been hauling for him and who had purchased a truck from us.

Col. Stuart guaranteed the payments on the truck, and in fact, he accepted a order signed by the truck owner.

The Colonel now claims that he has not received any money from any of the jobs that he has had during the last year. He has had several contracts in Klamath County and one in Marshfield.

Will you please look into this matter and find out just how he stands and let us know whether he really has any money coming from the State on these different contracts, and we will appreciate this information very much.

Very truly yours,

C. E. GATES AUTO CO., INC.

CEG:.F

By C E Gates

FORM S-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM
October 9, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

The Golden Ave.-Johnson Ave. Unit of the Marshfield Project Contract #1726, overran the set up amount for the project. Mr.Baldock insists that whenever a project overrun the setup more than $100.00 additional authorization must be requested.

For your convenience in submitting this additional authorisation the following gives the overruns and underruns as shown on our books. This authorization can be sent in at your early convenience.

Overruns:

Catch Basin Replacement	$20.00	
Dowels	57.00	
Cutback Asphalt Wearing Surface	410.00	
Engineering	850.00	
Force - Order Work	637.00	
Other Contingencies	159.00	$2,133.00

Underruns:

Excavation	$56.00	
Concrete Curb	75.00	
Concrete Driveway	17.00	
Expansion & Contraction Joints	27.00	
Class "B" Asphalt	290.00	$ 465.00
Less Contingency Set-up		486.00
Less Additional Authorization granted		200.00
Additional Authorisation Required		$ 982.00

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock

FORM S-A-1 25659 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

1417
DATE

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Oct. 1, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH
&
S. H. PROBERT

Dear Sir:

Attached hereto find price agreement covering the cement adjustment for the Marshfield paving contract completed some little time ago by R. I. Stuart & Sons.

The contractor has been very slow sending this price agreement.

All other final records were sent to your offices sometime ago.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

1417

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 27, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRM 1/1-F (1935), Golden Ave. to Johnson Ave. Unit, Marshfield Sec., Oregon Coast Hwy., was made by a representative of this office on September 12, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Jcm

FORM S-A-1 81945 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1417

OREGON STATE HIGHWAY COMMISSION

SALEM

September 26,1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. E. Johnston,
Resident Engineer,
Coquille, Ore.

Dear Sir:

In your letter of transmittal of final records of the Marshfield Section Contract #1726, you stated that Price Agreement for cement adjustment would be sent in in the next few days. This Price Agreement has not been received and it will be necessary to hold up final payment on this project until it has been received.

It would be appreciated if you would give this your personal attention to the end that final payment can be made to the contractor in the near future.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock
E. A. Collier

1417

#1726

September 19, 1935.

Fidelity & Deposit Company of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R. I. Stuart & Sons, Medford, on contract No. 1726, for the construction of the Golden Avenue-Johnson Avenue Unit, Marshfield Section of the Oregon Coast Highway in Coos County.

This payment will be made on or about September 28, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

FORM 8-A-1 10184 SM 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Sept. 11, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

-OVERRUNS AND UNDERRUNS MARSHFIELD PAVING-

ATTN: S. H. PROBERT

Dear Sir:

Excavation underran 56 yards. An allowance of 74 yards for possible overrun in original estimate was not required.

One more catch basin was required than originally planned in order to properly drain the gutters.

Expansion joints underran as this item was overestimated in the preliminary.

Contraction joints underran as the 100 foot allowance in preliminary estimate was not required.

Dowels overran. They were placed according to plans and evidently were under estimated as the previous standard spacing was revised about that time.

Cutback asphalt wearing surface overran 51 tons. It has been found very difficult to construct a good wearing surface exactly 1 inch in thickness.

The total estimated for class "B" and cutback was 880 tons and the total placed was 889.35 tons.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
H. G. Smith

EAC:AWF

2M 6-35
RS

L. CHAIRMAN, PORTLAND
. PENDLETON
EHBURNE, EUGENE

LAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Sept. 5, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

Attached hereto find request by R. I. Stuart & Sons for an extension of time on their Marshfield paving job of twenty days from August 15th, to September 5th.

Your letter of August 31st, received advising me that you have received consent of surety for this extension of time.

I recommend this extension be given without engineering penalty. The traveling public has not been seriously inconvenienced by reason of this delay nor have engineering costs been materially increased. The paving plant arranged for by Stuart to do this work was used on other jobs and could not be moved to Marshfield as soon as planned. When it appeared certain that Stuart could not get this plant to Marshfield in time to do his work he was unable to arrange for another plant.

Very truly yours,

cc. R. H. Baldock

E. A. COLLIER
Division Engineer

EAC:AWF

#1726

Form 338—SM—8-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

1417

For Week Ending August 31, 1935

Section Golden Ave.-Johnson Ave, Unit, Marshfield *Kind of work* Paving

Highway Oregon Coast *Section prefix* 6-1101

Contractor R. I. Stuart and Sons *Contract number* 1726

Date of contract March 28, 1935 *Date of completion* August 15, 1935

Date work started May 17, 1935 *Estimated date of completion* Sept. 5, 1935

Amount of contract $12,150.00 *Per cent of time elapsed* 156/140 = 112%

Estimated cost of completed project, exclusive of engineering $12,150.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $1410.00, 11.6% *Date project was completed* , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Monday: Finished laying class "B" asphaltic concrete totaling 538.7 tons for the job.

Tuesday: No work done on paving today. No material for the cutback wearing course.

Wednesday: No paving done today. ¼"-10 mesh crushed gravel received in evening.

Thursday: Began at Golden Ave. laying cutback wearing course. Just about completed the block.

Friday : Continued with cutback wearing course. Material getting short. Shut down 2 hours for fuel oil. Made up time by working late.

Saturday : One block to go, continued with cutback. Completed the job, including brown sand finish.

Signed

Address Coquille, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

#17-1

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				0.34	
Miles partially completed				0.34	
Miles completed				0.22	
Total estimated quantities				880	
Estimated quantities moved or placed to date				681	
Average daily quantities				90	
Average daily quantities necessary to complete project on time				-	
Number shifts per day				2	
Hours per shift				6	
Average force on project for week				27	

Percentages of men employed on contract to be secured from:

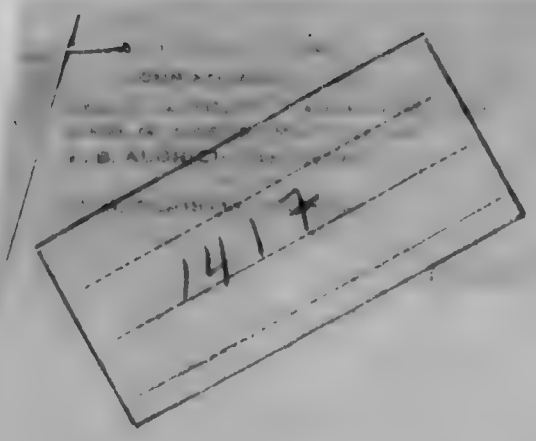
..... County, ... %; ..... County, ... %; ..... County, ... %; ..... County, ... %

	NUMBER USED AND SECURED FROM						
	Coos COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY: MEN, ETC.	TOTAL
Men	20				4	3	27
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers 1, Mixers 1, Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ..... 1½ Ton Truck 2 ....., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear-Hot		
Monday	" "		
Tuesday	" "	8x 12	Waiting on ½" -10 mesh crushed gravel from Eugene.
Wednesday	" "	12	" " " " " " "
Thursday	Cloudy		
Friday	Cloudy		
Saturday	Clear-Warm		



#1726

August 31, 1935

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

Please be advised that we have received from their surety consent for an extension of time of twenty days on the R. I. Stuart & Sons Contract No. 1726 - Golden Avenue-Johnson Avenue Unit in Coos County.

If you have the application of the above contractors in your office for this extension will you please forward it to us with your recommendation.

Very truly yours,

Secretary.

Dict. by J. McFarland.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

August 1, 1935

R. I. Stuart & Son
Contractors
Medford, Ore.

Dear Sirs:

We received your application for a twenty day extension of time on the Marshfield project, contract #1726.

Before the extension can be considered it will be necessary to have the consent of your surety. Please send this to our office at your early convenience.

Very truly yours,

E. A. COLLIER
Division Engineer

By C. D. Cannon
C. D. Cannon
Office Engineer

CDC:AMF

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. USPW Hwy.Proj.No.NRM 141-F (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

July 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Don

Ag. 25777

Form P. R. 2

State Oregon

U. S. Public Works Project No. NRM 141-F (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 11th day of July, 1933, a revised project statement, which was approved by the Secretary on the 10th day of August, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 20th day of November, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirteen thousand, three hundred sixty five and no/100

dollars ($ 13,365.00) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of, is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 34+29.9, the intersection of Broadway and Golden Avenue, which is the south end of Section B of said project and survey station 82+22.1, at the intersection of Broadway and Johnson Avenue, all in the town of Marshfield,

, length 0.339 of a mile, in Coos County, being Section F of Oregon U.S. Public Works Hwy. project No. NRH 141 (1935), consisting of 0.339 of a mile of roadway and no bridges, of more than 20 feet clear span, known locally as Golden Avenue-Johnson Avenue, on the Oregon Coast Highway, between official control points, Port Orford and Coos Bay.

8-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of thirteen thousand, three hundred sixty five and no/100 dollars ($ 13,365.00), certified to the Secretary of the Treasury as above mentioned, which dollars (~~%~~ is the approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~No more than monthly payments will be made by the United States on account of said project except~~ the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, laws of 1927, Chap 88, laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22nd day of June, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____

Acting Chief, Bureau of Public Roads.

S-5519

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Hwy. Project No. ~~KRM~~ 141-F (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $13,365.00 as the total estimated cost of said project, and the sum of $13,365.00 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~expenditure for~~ said total estimated cost.

Done at the city of Washington, this 22nd day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4839

OREGON STATE HIGHWAY DEPARTMENT

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Golden Avenue-Johnson Avenue Section in Marshfield, Project No. NRM 141-F (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. [illegible] 141-F (1935)

GOLDEN AVENUE-JOHNSON AVENUE SECTION

IN MARSHFIELD ON THE OREGON COAST HIGHWAY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

40' Roadway (Sta. 34+29.9 to 40+62.6)

240	ton	Class "B" Asphaltic Wearing Surface	$ 7.00	$ 1,680.00
140	ton	Cutback Asphalt Wearing Surface	8.00	1,120.00
			Sub-total	$ 2,800.00
			10% Engr. & Cont.	280.00
			Total	$ 3,080.00

Length 0.120 mile
Cost per mile $ 25,666.66

36' Roadway (Sta. 40+62.6 to 52+22.1)

550	cu. yds.	Excavation, Single Classif.	$ 1.00	$ 550.00
5	only	Catch Basin Replacement	20.00	100.00
2,000	lin.ft.	Concrete Curb	0.75	1,500.00
250	sq.yds.	Concrete Driveway Aprons	2.00	500.00
1,200	sq.yds.	Portland Cement Concrete Pavement	2.40	2,880.00
240	lin.ft.	Expansion Joints	0.20	48.00
700	lin.ft.	Contraction Joints	0.04	28.00
420	only	Dowels	0.20	84.00
340	ton	Class "B" Asphaltic Concrete	7.00	2,380.00
160	ton	Cutback Asphalt Wearing Surface	8.00	1,280.00
			Sub-total	$ 9,350.00
			10% Engr. & Cont.	935.00
			Total	$ 10,285.00

Length 0.219 mile
Cost per mile $ 46,963.47

NRM Funds Requested:

40' Roadway	$ 3,080.00
36' Roadway	10,285.00
	$ 13,365.00

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 88, Laws 1931

141-F
1935

April 2, 1935

R. I. Stuart & Sons
217 Apple Street
Medford, Oregon

Gentlemen:

For use in connection with the Marshfield paving project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, I.O.O.F. Building, North Bend, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier
Mr. E. E. Johnston

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U. S. Public Works highway project NRM 141-F (1935), Golden Avenue-Johnson Avenue section, Marshfield, on the Oregon Coast Highway, to R. I. Stuart & Sons, Medford, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

March 11, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is your authority to readvertise Oregon U.S.Public Works highway project NRM 111-F (1935), the Golden Avenue-Johnson Avenue section in Marshfield, of the Oregon Coast Highway, on which bids are to be received March 28, 1935.

Prompt submission of the project agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-K-1 ..926 1500 11-24

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

141-7

OREGON STATE HIGHWAY COMMISSION
SALEM

107-4C

January 28, 1935

R. I. Stuart and Sons
217 Apple Street
Medford, Oregon

Gentlemen:

We have received from W. H. Lynch, District Engineer for the United States Bureau of Public Roads, in answer to my inquiry made January 18, 1935, concerning your difficulty with the National Recovery Administration, the following information:

> "National Recovery Administration advises R. I. Stuart & Sons may now file their bid price on Oregon state project November 1, 1934, and same would be effective five days after date of filing and that thereafter they would be in compliance with code and eligible to bid on other work which may be advertised. Copy of decision being sent Lynch direct in order to expedite."

You perhaps have been already advised with respect to this ruling and it may not be necessary for me to give to you this information, but I want to make sure that you have been so advised so I am passing it on.

Yours very truly,

J. M. DEVERS

JMD:AW
cc Mr. Baldock
Mr. Collier
Mr. H. G. Smith
Mr. Leslie M. Scott

State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

January 24, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to Mr. Devers' wire of January 18, 1935, our Washington Office has telegraphically advised us as follows:

> "National Recovery Administration advises R.I.Stuart & Sons may now file their bid price on Oregon state project November 1, 1934, and same would be effective five days after date of filing and that thereafter they would be in compliance with code and eligible to bid on other work which may be advertised. Copy of decision being sent Lynch direct in order to expedite."

Copy of the decision will be sent to you immediately upon receipt.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

14:1F

January 24, 1935

R. I. Stuart & Sons
Medford, Oregon

Attention: Mr. Miles Stuart

Gentlemen:

Wish to acknowledge receipt of and thank you for your letter of January 22 regarding the cancellation of the Roseburg and Marshfield paving jobs.

I am sending copies of your letter to the members of the State Highway Commission for their information.

Yours very truly,

HBG:MC

Secretary

R. STUART & SONS
CONTRACTORS

H. BALDOCK
HIGHWAY ENGINEER
SALEM

41F

MEDFORD, OREGON, 1-22-35

Oregon State Highway Comm.
Salem, Ore.

Gentlemen;- Your letter of Jan. 21. regarding cancellation of Roseburg and Wranshfield Paving Jobs on which we were low bidders received.

We wish to thank you for the ~~ex~~ time you held the jobs open for us to see if we could straighten out our code violation with the head of it and are very sorry for the trouble and expense we have caused this Commission and can truly say that had we known at this time that we were violating the code would not have bid on these jobs.

We are going to try and clear ourselves now as we do not think that we did anything very wrong and do not like being classed as violators of the Recovery Program of the Presidents.

Yours Very Truly
R.J. Stuart & Sons
Miles Stuart

NOTED
[illegible] Highway Engineer

(Ltr. rec'd. 1-24-35)

FORM S-A-1 10934 7000 7-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

141F

Jan. 22, 1935.

IN REPLY PLEASE REFER TO FILE NO

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Attached hereto you will find two copies of a resolution approving the new widths and grades for the improvement of the Oregon Coast Highway through the City of Marshfield for work contemplated under the Golden Avenue-Johnson Avenue Unit.

This resolution was passed by the City Council of Marshfield on the 14th, of January, 1935.

Very truly yours,

E. A. Collier
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock
CDC:AWF

adm
Codes
R.I. Stuart
Medford
Lindsay Crane
Code

January 21, 1935

R. I. Stuart and Sons
217 Apple Street
Medford, Oregon

Gentlemen:

On December 6, 1934, the State Highway Commission took bids for the construction of the Golden Avenue-Johnson Avenue unit of the Marshfield Section of the Oregon Coast Highway in Coos County and for the construction of the Roseburg Section of the Pacific Highway in Douglas County. A tabulation of the bids received at that time revealed that you were the low bidder for each of these projects; wherefore, your bids appearing to be satisfactory, the Commission accepted them and awarded to you the contracts for these jobs.

Subsequent to these awards the State Highway Commission was notified by the Federal Bureau of Investigations that you had previously violated the national code having to do with the production of rock, in view of which you were considered ineligible to receive the award of these two contracts. Accordingly, you were so notified and requested not to go to any expense in connection with these jobs until instructed to proceed therewith by the State Highway Commission.

The Commission's attorney has corresponded with you about this matter and at his suggestion the Commission deferred its final judgment in connection therewith pending the outcome of your controversy with the code authorities. The Commission has now been advised by the Bureau of Public Roads that you are not in good standing with the federal authorities and federal funds cannot be used to finance construction work in which you are engaged. Therefore, they cannot approve the award to you of the Marshfield and Roseburg projects mentioned above.

The State Highway Commission took this matter under consideration at its last meeting held on Friday of last week and, in view of the circumstances, voted unanimously to rescind its previous action awarding these contracts to you and to readvertise the projects for sale. I was instructed to so notify you and to return to you your bid bonds which are enclosed herein.

Yours very truly,

HBG:MC
cc - S. H. Probert

Secretary

NATIONAL RECOVERY ADMINISTRATION

WASHINGTON, D. C.

January 21, 1935

Honorable Charles L. McNary,
United States Senate,
Washington, D. C.

My dear Senator McNary:

This will acknowledge receipt of your letter of January 8, 1935 addressed to the attention of Mr. Edward M. Ahern in regard to the case of Miles Stuart of Medford, Oregon.

In the light of the facts submitted by Mr. Stuart, he unquestionably was in violation of the price filing provisions of the Crushed Stone, Sand and Gravel, and Slag Industries Code at the time he made this bid, as the Administrative Order exempting his type of producers was not signed until a week after he made the bid.

However, the Regional Code Authority, or whatever group informed the State Highway Commission that this man was in violation of the Code and therefore could not bid on Government contracts, has exceeded their authority. The only unit of Government that may so notify a buying agency that bids may not be accepted by any member of any Industry is the Government Contracts Branch of N. R. A.

If this man can furnish a certificate of compliance with the provisions of the Code, if he is the successful bidder, he may be awarded the contract, the first fact recited herein to the contrary notwithstanding.

Very truly yours,

(Sgd.) D. M. NELSON

D. M. Nelson
Code Administration Director

Enclosure

CONFIRMATION

of Public Roads

8010-20 Oregon

Portland, Oregon
January 18, 1935

R. H. Baldock
State Highway Engineer
Salem, Oregon

MACDONALD WIRES QUOTE HAVE JUST RECEIVED FROM NATIONAL RECOVERY ADMINISTRATION COPY DECISION OF SEVENTEENTH IN CASE OF R I STUART AND SONS HOLDING SAID FIRM IN VIOLATION OF CODE ONE NAUGHT NINE IN SUBMITTING BID NOVEMBER ONE TO OREGON HIGHWAY COMMISSION AND THAT IF CONTRACT AWARDED THEM OREGON PROJECTS NRM SEVENTY EIGHT C AND D AND NRM ONE FORTY ONE F SUCH CONTRACT SHOULD BE CANCELLED UNQUOTE

Lynch

Paid govt. rate

C
O
P
Y

PORTER J. NEFF

Lawyer
Medford, Oregon

January 8, 1935

Mr. J. M. Devers,
Oregon State Highway Commission,
Salem, Oregon

Dear Mr. Devers:

I have been attempting to assist R. I. Stuart & Sons in clearing up the controversy between them and the Sand and Gravel Code Authorities.

I believe we will be able to get this matter straightened out and we appreciate the position taken by you in your letter of January 3rd. Stuart & Sons will, of course, be glad to have a clause in the contract to the effect that they will not ask or predicate a claim for damages on the delay.

Very truly yours,

(sgd.) PORTER J. NEFF

PJN EB

FORM S-K-1 17686 1500 11-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

January 3, 1935

R. I. Stuart and Sons,
Contractors,
Medford, Oregon.

Gentlemen:

The Highway Commission considered at its recent meeting the matter of the award to your firm of the contract for the paving of the Golden Avenue-Johnson Avenue unit of the Oregon Coast Highway through the City of Marshfield and the contract for the paving of the portion of the Pacific Highway through Roseburg, lying between Cass Street and Rice Street, and decided that it would at your request defer submitting these contracts to you for execution pending your disposal of the controversy between your firm and the sand and gravel code authorities; provided it does not occupy or consume too much time to reach that determination, and provided further that when the contracts are submitted for execution they may contain a clause to the effect that your firm will not ask or predicate a claim for damages on such delay.

I have been requested by the Highway Commission to request from you a letter advising how much time will be required to dispose of the controversy between your firm and the sand and gravel code authorities, and also stating whether or not some such clause as is indicated in this letter may be incorporated in the contracts when they are prepared and submitted for execution.

Yours very truly,

J.M.D:PW

J. M. DEVERS

cc Mr. R. H. Baldock
Mr. H. G. Smith
Mr. W. H. Lynch
Mr. E. A. Collier

FORM S-K-1 17686 1500 11-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

December 27, 1934

R. I. Stuart and Sons,
Medford, Oregon.

Gentlemen:

I telegrephed you this mroning advising that in the letter which I received this morning from you there was not inclosed a copy of your statement made to the Washington authorities with respect to the claim that you have violated the sand and gravel code. I would like to have a copy of that statement to furnish Mr. Lynch so that he can send it on to the United States Bureau of Public Roads.

The contracts, as you already know, have been awarded to you, but in response to a demand made by the government officials representing the sand and gravel code the execution of the contracts is being postponed until the controversy between you and the sand and gravel code authorities can be adjusted, which I trust will be accomplished very shortly.

So that the Commission may have in its records a statement from you with respect to the delay and the occasion for the delay, and your effort to remove or correct the cause of the objection filed by the code authorities, I have prepared a form of letter which I wish you would have signed by R. I. Stuart and Sons and forward the same to me by return mail so that I will have it to present to the Highway Commission next Monday. Trusting that you will give this matter your prompt attention and that you will be able to remove the apparently groundless objection which the code authorities have interposed, I am

Yours very truly,

J. M. DEVERS

Inc.
JMD:PW
cc S. H. Probert
H. G. Smith
R. H. Baldock
E. A. Collier

December 22, 1934

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

In answer to the inquiries from Washington concerning R. I. Stuart & Sons, contractors, concerning whom the code authorities for crushed stone, sand, gravel and slag industries had protested the awarding of the Marshfield and Roserburg contracts: R. I. Stewart & Sons are general contractors and have recently completed federal jobs in Southern Oregon and Forest jobs on the Tiller-Trail Highway and I believe in the vicinity of Crater Lake.

The job awarded them on November 2 by the State Highway Department was for maintenance material only and paid for entirely by state funds. The State Highway Commission has never required a compliance with the codes by the contractors on state highway projects, paid for entirely with state funds, in accordance with ruling of the Attorney-General. We know of no infringement of the code on federal work which they have done.

Mr. Stewart informs me that they paid up their code assessments about two weeks ago. He states that they expect to purchase all gravel material on both the Marshfield and Roseburg jobs from recognised code producers, and therefore there was no violation of any code in the specific jobs awarded to them.

Very truly yours,

State Highway Engineer

RHB:AJ

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS
DIVISION OF INVESTIGATIONS
616 Post Office Bldg.
Portland, Oregon.

December 12, 1934.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of December 7th in response to my telegram of that date. In the first paragraph of your letter I note you state there was a period of five hours between the completion of the bid opening and the award of the contracts, in which time I made no protest although my representative was at the meeting.

I wish to advise you that there is no time limit as to when I may make protest and that my telegram to you was not a protest to you, but was intended merely to inform you that we were asking the Department at Washington, D. C., to throw out this bid. As only a verbal award had been made, there was nothing binding and it was my intention in this telegram to advise you of the facts so that you would not enter into any signed agreement with R. I. Stuart & Sons which might later embarrass you and the State of Oregon, should the United States Government disallow the funds in this case.

The fact that R. I. Stuart & Sons were in violation of the Code was not called to my attention until after 3:00 P.M. on December 6th. Therefore, it was impossible for me to make protest before the verbal award was made.

Very truly yours,

B. G. Hancock

B. G. HANCOCK
Special Agent in Charge.

BGH:LMP

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS
DIVISION OF INVESTIGATIONS

626 Post Office Bldg.
Portland, Oregon

December 12, 1934.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of December 7th in responseto my telegram of that date. In the first paragraph of your letter I note you state there was a period of five hours between the completion of the bid opening and the award of the contracts, in whichtime I made no protest although my representative was at the meeting.

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Very truly yours,

B. C. HANCOCK
Special Agent in Charge

BCH:LHP

FORM WA-1 10674 7500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 10, 1934

IN REPLY PLEASE REFER TO FILE NO.

R. I. Stuart & Sons
Medford, Oregon

COPY

Gentlemen:

This acknowledges receipt of your letter of December 8 advisingof the receipt of my wire requestingyou to make no expenditures in connection with the Roseburg and Marshfield projects until further advised by this office.

I am referring your letter to the State Highway Engineer.

In the last paragraph ofyour letter you mention that you have not yet received the certified checks which you submitted as bid deposits along with your bids for the Klamath rock production project on November 1. Our records reveal that these checks were returned to you on December 7 and should, therefore, have reached you by this time. If you have not received them, please advise, and I will institute search for them.

Yours very truly,

Secretary

HBG:C

R. I. STUART & SONS
Contractors

Medford, Oregon
Dec. 8, 1934

H. B. Glaisyer
Salem, Oregon;

Dear Sir.

Received your wire regarding Code Violation. We do not know in what way we have violated the Code on sand and gravel production as we expectto buy our material for this job from the Roseburg Sand and Gravel Co. And note they have filed prices on this particular job.

Did not file prices as we no intention of getting out material for job. And did not think it called for filing prices.

Also received contract for Dalles Cal, and Green Springs jobs, we note the contract is dated November 8. The first notice of award was your wire of November 14. Have plant about ready to begin production.

In submitting bids on Nov. 1 we did not have time to get bidders bond andinstead sent certified checks Beaver Marsh 1030.00 McCallister road 500.00 Dallis Cal. Unit B and C 500.00 each. As these checks are charged aganst our account at the bank. would like them returned as soon as you can.

Very truly yours R.I.Stuart & Sons

By R. I. Stuart

FORM 5A-1 15674 1500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 7, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. B. G. Hancock
Special Agent in Charge
Division of Investigations PWA
Federal Court House
Portland, Oregon

Dear Sir:

Responding to your telegram of even date relating to your protest against the award of contracts on NRM 141-F, 78-C and 78-D to R. I. Stuart & Sons, Medford, advise that bids on these jobs were opened at 9:00 a. m. December 6, the bid readings were completed at 10:00 a. m. the same date, and awards were made at 3:00 p. m. In other words, there was a period of five hours between the completion of the bid opening and the award of the contracts in which time youmade no protest, although your representative was at the meeting.

We should have been glad to consider your protest prior to the award, but the Highway Commission has now assumed an obligation in awarding the contract.

We are working all our forces overtime in an endeavor to carry out the spirit of the NRA Act and consequently we have awarded work promptly in order toplace men at work at the earliest possible time. May we suggest that we be advised of your protests before the awards. We wish to advise you that we have been endeavoring to comply with all of the provisions and regulations under the NRA Act and our state laws, and you may be assured of our full cooperation at all times.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. W. H. Lynch
Mr. Leslie M. Scott
Mr. E. B. Aldrich
Mr. Carl G. Washburne

FORM S-4-1 19674 7500 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 7, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewithcopy of a telegram and my letter in reply with relation to the recent award of two contracts to R. I. Stuart & Sons.

It would seem that there was plenty of time to advise us of an alleged code irregularity before the award. I discussed the award of the job withyou and you concurred in the Commissi n's award. Out Attorney advises us that we have now assumed an obligation.

Very truly yours,

State Highway Engineer

RHB:hI

cc Mr. Leslie M. Scott
Mr. E. B. Aldrich
Mr. Carl G. Washburne

Copy of WESTERN UNION telegram

COPY

Salem, Oregon
December 7, 1934.

R. I. Stuart & Sons,

Medford, Oregon

CODE AUTHORITYOBJECTS TO HIGHWAY COMMISSION AWARDING YOU CONTRACTS FOR MARSHFIELD AND ROSEBURG PROJECTS FOR WHICH YOUSUBMITTED LOW BIDS YESTERDAY DUE TO ALLEGED CODE VIOLATION STOP PLEASE DO NOTINCUR ANY EXPENSE IN CONNECTION THEREWITH UNTIL FURTHER ADVISED.

H B GLAISYER
SECRETARY
OREGON STATE HIGHWAY COMMISSION

COPY

Copy of WESTERN UNION telegram

1934 DEC 7 PM 12 32

PR40 56GOVT 4 EXTRA PORTLAND ORG 7 1155A

OREGON STATE HIGHWAY COMMISSION

I HAVE WIRED WASHINGTON PROTESTING AWARD CONTRACT ON NRM ONE FORTY ONE DASH F COMMA SEVENTY EIGHT DASH C AND SEVENTY EIGHT DASH D TO STUART & SONS OF MEDFORD AS THEY ARE CODE VIOLATORS STOP WOULD SUGGEST YOU HOLD SIGNING OF CONTRACT IN ABEYANCE PENDING RECEIPT OF FURTHER INFORMATION THIS OFFICE

B G HANCOCK SPECIALAGENT IN CHARGE

DIVISION OF INVESTIGATIONS PWA.

December 10, 1954

R. I. Stuart & Sons
Medford, Oregon

Gentlemen:

This acknowledges receipt of your letter of December 8 advising of the receipt of my wire requesting you to make no expenditures in connection with the Roseburg and Marshfield projects until further advised by this office.

I am referring your letter to the State Highway Engineer.

In the last paragraph of your letter you mention that you have not yet received the certified checks which you submitted as bid deposits along with your bids for the Klamath rock production project on November 1. Our records reveal that these checks were returned to you on December 7 and should, therefore, have reached you by this time. If you have not received them, please advise, and I will institute search for them.

Yours very truly,

HBG:MC

Secretary

141F

December 10, 1934

Mr. Oscar Cutler

OFFICE

Dear Sir:

I hand you herewith five copies of the agreement between the Commission and the City of Marshfield providing for the maintenance of the Golden Avenue-Johnson Avenue Section of the Oregon Coast Highway in Marshfield.

I have retained the original of this for the time being until the minutes are written up. If you need it in the meantime, let me know.

O Cutler 1/26/35

Very truly yours,

HBG:OC

encl.

Secretary

R. I. STUART & SONS
CONTRACTORS

MEDFORD, OREGON, Dec. 8-1934

M.B.Glaisyer
Salem Oregon;

Dear Sir.
Rec. your wire regarding Code Violation.
We donotknow in what way we have violated the Code on sand and geavel production,
As we expect to buy our material for this job from the Roseburg Sand and Gravel Co. And note they have filed prices on this particular job.

Didnot file prices as we no intention of getting out material for job.And didnot think it called for filing prices,

Also received contract for Dalles Cal, and Green Springs jobs, we note the contract is dated Nov. 8 The first notice of award was your wire of Nov.14. Have plant about ready to begin production.

In submitting bids on Nov. 1 we didnot have time to get bidders bond and instead sent certified checks Beaver Marsh 1030.00 McCallister road 500.00 Dallis Cal. Unit B and C 500.00 each.
As these checks are charged aganst our account at the bank. wold like them returned as soon as you can.
Very truly yours R.I.Stuart & Sons

by_ _ _

December 7, 1934

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith copy of a telegram and my letter in reply with relation to the recent award of two contracts to R. I. Stuart & Sons.

It would seem that there was plenty of time to advise us of an alleged code irregularity before the award. I discussed the award of the job with you and you concurred in the Commission's award. Our Attorney advises us that we have now assumed an obligation.

Very truly yours,

State Highway Engineer

RHL:HI

cc Mr. Leslie M. Scott
Mr. E. B. Aldrich
Mr. Carl G. Washburne

December 7, 1934

Mr. E. G. Hancock
Special Agent in Charge
Division of Investigations PWA
Federal Court House
Portland, Oregon

Dear Sir:

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We should have been glad to consider your protest prior to the award, but the Highway Commission has now assumed an obligation in awarding the contract.

We are working all our forces overtime in an endeavor to carry out the spirit of the NRA Act and consequently we have awarded work promptly in order to place men at work at the earliest possible time. May we suggest that we be advised of your protests before the awards. We wish to advise you that we have been endeavoring to comply with all of the provisions and regulations under the NRA Act and our state laws, and you may be assured of our full cooperation at all times.

Very truly yours,

State Highway Engineer

HHP:AI

cc Mr. J. R. Lynch
Mr. Leslie M. Scott
Mr. A. L. Ehrlich
Mr. Carl G. [illegible]

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

(32)

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

B. B. WHITE, PRESIDENT — NEWCOMB CARLTON, CHAIRMAN OF THE BOARD — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1934 DEC 7 PM 12 32

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

PR40 56 GOVT 4 EXTRA=PORTLAND ORG 7 1155A

OREGON STATE HIGHWAY COMMISSION=

I HAVE WIRED WASHINGTON PROTESTING AWARD CONTRACT ON NRM ONE FORTY ONE DASH F COMMA SEVENTY EIGHT DASH C AND SEVENTY EIGHT DASH D TO STUART & SONS OF MEDFORD AS THEY ARE CODE VIOLATORS STOP WOULD SUGGEST YOU HOLD SIGNING OF CONTRACT IN ABEYANCE PENDING RECEIPT OF FURTHER INFORMATION THIS OFFICE=

B G HANCOCK SPECIAL AGENT IN CHARGE

DIVISION OF INVESTIGATIONS PWA.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER	X	SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

1217-A

CHECK
ACCT'G INFMN.
TIME FILED 5:30PM

R. B. WHITE, PRESIDENT — NEWCOMB CARLTON, CHAIRMAN OF THE BOARD — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon.
December 7, 1934.

Mr. R. I. Stuart & Sons,
Medford, Oregon.

CODE AUTHORITY OBJECTS TO HIGHWAY COMMISSION AWARDING YOU CONTRACTS FOR MARSHFIELD AND ROSEBURG PROJECTS FOR WHICH YOU SUBMITTED BIDS YESTERDAY DUE TO ALLEGED CODE VIOLATION STOP PLEASE DO NOT INCUR ANY EXPENSE IN CONNECTION THEREWITH UNTIL FURTHER ADVISED.

H B GLAISYER
SECRETARY
OREGON STATE HIGHWAY COMMISSION

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 6, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 141-F (1935), Goldson Avenue-Johnson Avenue, Marshfield section of the Oregon Coast Highway, to R. I. Stuart & Sons, Medford, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

FORM 2-A-1 15573 10M 7-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1.41F

December 4, 1934

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
O f f i c e

Dear Sir:

I hand you herewith maintenance agreements executed by the city authorities of Marshfield for the construction of a NRM Project on Broadway Street within the city, bids for which have been called for December 6th. I also hand you maintenance agreements executed by the county authorities of Multnomah County covering the east half of S. E. 82nd Avenue from a point 40 feet south of the south line of Clinton Street to a point 10 feet south of the south line of Boise Street. This portion of S. E. 82nd Avenue is outside of the city limits.

I also sent to the city authorities of Portland a maintenance agreement covering the rest of the project on S. E. 82nd Avenue, which is within the city limits of Portland and for which bids have been called for December 6th. I will see the city officials Wednesday afternoon and ascertain whether or not the agreement has been executed. If it is not ready by Thursday afternoon, I would recommend that the award of this project be held up until the agreement is completed. — 1.11F

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

November 20, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are today sending, under separate cover, five blueprint copies of sheet number 2 of the plans for the Goldson Avenue-Johnson Avenue Section in Marshfield, Project No. NRS 141-F (1935) which sheet has been revised by showing the construction details for concrete catch basins.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probart
Office Engineer

Dict. by J. W. Nash/GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

November 20, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The plans, specifications and estimate for Oregon U. S. Public Works highway project NRM 141-F (1935), the Golden Avenue-Johnson Avenue unit of the Marshfield section of the Oregon Coast Highway, have today been recommended for approval. This is your authority for advertising.

We should have copies of the usual resolution covering encroachments by the city of Marshfield at your early convenience.

The item on page 35 of the special provisions headed "Asphaltic Concrete May Be Furnished by State", has been deleted, in accordance with recent telephone conversation between Mr. Probert and Mr. Davis.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Fur

November 16, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Golden Avenue-Johnson Avenue Section in the City of Marshfield. Project No NRM 141-F

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

March 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sirs

We are today sending, under separate cover, five revised bid proposals for the Golden Avenue-Johnson Avenue Section in Marshfield, Project No. NRS 141-F (1935).

The plans and estimate which you now have are correct.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Oregon State Highway Department

U. S. Public Works Project
No. NRM 141-F (1935)

GOLDEN AVENUE-JOHNSON AVENUE SECTION

IN MARSHFIELD ON THE OREGON COAST HIGHWAY

(Estimate to accompany plans. Not as basis for project agreement).

Salem, Oregon, November 16, 1934

40' Roadway (Sta. 34+29.9 to 40+60.6)

240	Ton	Class "B" Asphaltic Wearing Surface	$ 9.00	$ 2,160.00
140	"	Cut-back Asphalt Wearing Surface	9.00	1,260.00
		Sub-total		$ 3,420.00
		10% Engr. & Cont.		342.00
		Total		$ 3,762.00
		Length	0.120 mile	
		Cost per mile	$ 31,350.00	

36' Roadway (Sta. 40+60.6 to 51+[illegible].1)

550	cu. yds.	Excavation, Single Classification	$ 0.80	$ 440.00
5	only	Catch Basin Replacement	30.00	150.00
2,000	lin. ft.	Concrete Curb	0.70	1,400.00
250	sq. yds.	Concrete Driveway Aprons	2.00	500.00
1,200	" "	Portland Cement Concrete Pavement	2.50	3,000.00
240	lin. ft.	Expansion Joints	0.20	48.00
700	" "	Contraction Joints	0.05	35.00
420	only	Dowels	0.20	84.00
340	Ton	Class "B" Asphaltic Concrete	9.00	3,060.00
160	"	Cut-back Asphalt Wearing Surface	9.00	1,440.00
		Sub-total		$10,157.00
		10% Engr. & Cont.		1,015.70
		Total		$11,172.70
		Length	0.219 mile	
		Cost per mile	$ 51,016.89	

NRM Funds Requested

40' Roadway.....	$ 3,762.00
36' Roadway.....	11,172.70
	$14,934.70

CONTRACT#1727,

NRM 123-F Redmond Sec. 1935

#1727

FORM S-G-1 55779 5M 6-55

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

November 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. J. N. Bishop.

Dear Sir:

In regard to the matter of the sign lost by Kern and Kibbe on the Redmond job which is taken up in Mr. Marquis' letter of November 7, I would suggest that before changing the recommendation on the relief form No. 1020, this firm be billed for the sign.

I am sure that they will be willing to pay for anything that we loaned them and which was lost.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc C. S. Mudd
cc George S. Truman

1237

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 4, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRM 123-F (1935), Redmond Section, The Dalles-California Hwy., Deschutes County, was made by a representative of this office on September 24, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Jcm

1237

AUGUST 20, 1935

Maryland Casualty Company,
Hansen & Rowland, Inc.,
Tacoma, Wash.

Gentlemen:

You are hereby notified that State Highway Contract No. 1727 for the construction of 0.477 mile of paving on the Redmond Section of the Dalles-California Highway in Deschutes County, has been completed by the contractors, Kern & Kibbe, 42 S. W. Salmon St., Portland, Oregon, and that final settlement will be made by the State with said contractors for work done under said contract on or about August 27th, 1935.

The State is not advised of any unpaid claims for labor or material or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $34,640.32 including the final payment.

Yours very truly,

STATE HIGHWAY COMMISSION

BY

SECRETARY

HMG:ED

123-7

7-2X

August 10, 1934

Mr. J. R. Roberts
Mayor
Redmond, Oregon

Dear Sir:

Responding to your communication of August 6, relative to the placing of the pavement through Redmond, please be advised that, while we will let the job this fall, it will not be possible to perform the work before the danger of frost; therefore, the street will have to be paved next spring. I would suggest that you replace your water mains so as to get full settlement of the trenches over the winter.

I am very sorry that we can not perform the work this fall, but it is impossible to get a three million dollar program under way in so short a time. We have not yet received approval of the program from the government and it will not be possible to take bids until sometime in September. We have planned on concrete pavement and that can not be laid when there is any danger of frost. The work could not get under way until October.

Very truly yours,

State Highway Engineer

RHB:HI

CITY OF REDMOND

OFFICE OF RECORDER
Redmond, Oregon

August 6, 1934.

RECEIVED
AUG 7 - 1934
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

We notice by press reports that the project for paving thru Redmond has been approved. In connection with this job can you give us any advise as to the probable time of starting the work.

As you know, we have some water mains to replace and we do not want this to delay the paving.

We will appreciate any information you can give us at this time.

Thanking you in advance we are

Very truly yours

City of Redmond.

By J. Roberts Mayor.

15743 10M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

7-2

OREGON STATE HIGHWAY COMMISSION

SALEM

August 2, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

NOTED
State Highway Engineer

Dear Sir:

The city council of Redmond may be advised that the Redmond municipal project has been placed on the 1934-1935 program. It is expected that the project will be advertised some time in October or November. However, the date is only tentative and it may be somewhat later. The city could go ahead with the replacing of pipe as the work should be completed before contract is awarded so as not to interfere with the contractor.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock

E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
COMMISSIONERS
1934 JUL 20 PM 3:34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

9-2

OREGON STATE HIGHWAY COMMISSION

SALEM
July 19, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

In connection with the Redmond Project, I note that you have omitted dowel bars across the contraction joints. This is one of the new Bureau requirements and in all probability they will have to be included in this project as all the Pacific Coast states have protested against this requirement without securing any modification. Therefore they will be added when the project is worked up unless we are successful in getting the order modified.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

9-V

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

July 2, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention ~~Mr.~~ H. G. Smith

Dear Sir:

Will you give me a copy of our latest specifications on concrete jobs? We have the paving job at Redmond coming up.

I am especially interested in the fillers for expansions and contraction joints as I think we should use pre molded fillers for all joints.

Yours very truly

K. D. Lytle
Division Engineer

kdl/c

H. R. YEOMANS, Secretary
CHAS. H. MARSHALL, Engineer
CHARLES H. SCOTT, Chairman
PORTLAND, OREGON

9-2

June 27, 1934

Mr. M. A. Lynch
Redmond, Oregon

Dear Mr. Lynch:

Responding to your communication of June 19, advise that the Highway Commission will have a hearing on the allocation of funds in Portland on Monday, July 2. I have already called their attention to the matter of paving in Redmond and I am sure that they will give it consideration when they allocate funds.

Of course, you realize I can promise you nothing, but it would appear that consideration should be given to this project in the allocation of the new money rather than endeavoring to add it to the old program.

Very truly yours,

State Highway Engineer

RHB:HI

Lynch & Roberts

THE QUALITY STORE

REDMOND, OREGON.

6/19/34.

Mr R.H.Baldock,
Portland, Ore.
Dear Mr Baldock,

I was very sorry to have missed you a few days ago when you called but was quit busy at the time so trust that you will overlook the fact that I was out of the city.
I am still very much interested in the paving project for Redmond and want you to let me know if there is any thing I can do or necessary to do th get this project properly supported .
You mentioned some time ago that after about this time you would be able to figure a little closer on the past contracts as to how much of a saving would be made with the thought in mind that there might be a chance to get some money for this project from the savings made on other contracts in the distric without waiting for the comming years appropriations if this is possible we would surely appreciate getting this started this summer or early enough this fall to avoid the freezing weather.
I would like to know more about the allocations for the new money just appropriated by Congress when this comes up as all this information is very interesting.
With kindest personal regards I beg to remain,

Very truly,

/ M Lynch

Dict. by J. McFarland.

#1727

1227

August 8, 1935

Maryland Casualty Company,
Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Kern & Abbe on Contract No. 1727 for the construction of the Redmond Section of The Dalles-California Highway in Deschutes County. This payment will be made on or after August 17th, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 338—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 3, 1935

Section Redmond

Highway The Dalles-California

Contractor Kern & Kibbe

Date of contract March 28, 1935

Date work started April 20, 1935

Amount of contract . . . . . $ 35,875.00

Kind of work Concrete Paving

Section prefix (9PR) 9-1104

Contract number 1727

Date of completion August 15, 1935

Estimated date of completion July 30, 1935

Per cent of time elapsed 88 %

Estimated cost of completed project, exclusive of engineering $34,832.19

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 1950.00, 91 %

Date project was completed July 30, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final Report

Contractor's crew worked Monday and Tuesday on general cleanup of parking area and repoured a few low expansion joints. Project was accepted on Tuesday July 30th.

Engineering crew spent three days running cross street levels for the city to improve drainage conditions. Semi-Final estimate will be sent in on August 3rd. This estimate shows a saving of $1200 over the contract amount, $567.00 of which was a deduction for less cement used.

The average for the 13 days run of concrete cylinder tests is as follows:

	7 days	14 days	21 days	28 days
Average	3300	3990	4065	incomplete

Signed W.O. Widows

Address Bend, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. NRM 123-F (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

July 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered [redacted] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Highway Engineer

Encls.

Hyp. 25957

Form P. R. 2

State ..... Oregon .....

U.S.Public Works Highway Project No. [illegible]-123, Section F
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.) approved June 16,1933 and act approved June 16, 1934 (Public No. 393, 73rd Cong.)

Whereas the Highway Department of said State submitted on the 24th day of revised November, 1933, a project statement, which was approved by the Secretary on the 6th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 12th day of March, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

thirty-seven thousand, one hundred fifty-five and 25/100

dollars ($ 37,155.25) as the share of the United States payable under said act on account of Section F of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ..... from funds apportioned under the act of June 16, 1934. .....
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources .....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between ..... survey station 1+73.7 on Sixth Street between A and B Streets, the south end of F.A.P. 123-A and survey station 25+50.0 on Sixth Street at the south line of H Street, all in the City of Redmond .....

....., length 0.450 of a mile, in ..... Deschutes ..... County, being Section ..... F ..... of Oregon U.S.Public Works Hwy. (1935) project No. ~~RSH~~-123/..., consisting of 0.450 of a mile of roadway and ..... no ..... bridges, ~~each~~ of more than 20 feet clear span, ... ~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ known locally as the Redmond Section of The Dalles-California Highway between official control points Bend, Redmond and The Dalles.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of thirty-seven thousand, one hundred fifty-five and 25/100 dollars ($37,155.25), certified to the Secretary of the Treasury as above mentioned, which [redacted] the approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 88, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 19th day of July, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By E B Addams

Member, State Highway Commission
(Title of officer)

By Chas. H. Gaskins

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S. 3518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Public Works Highway (1935) FPM-123-F State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 37,155.25 as the total estimated cost of said project, and the sum of $ 37,155.25 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 19th day of July one thousand nine hundred and Thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4230

FORM 9-A-1 15510 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

1227

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 14, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. LytXe,
Division Engineer,
Bend, Ore.

Dear Sir:

Permission is granted to build the intersection at 6th and H Sts. in the City of Redmond according to the 22' radius plans which you recently presented.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer;

HGS/H

CC to
R. H. Baldock

Deschutes Co - Redmond

May 3, 1935

Mr. H. G. Smith
O f f i c e

Send letter

Dear Sir:

The attached letter from Cunningham to Hockley is rather insulting as far as we are concerned. It seems that you had the wrong view of the situation and this man, Newhouse, the Baar & Cunningham engineer, rather than the PWA engineer.

Please contact Lytle by phone and see if the matter has been disposed of to our satisfaction, otherwise I will bother Cunningham with some more "petty details".

Very truly yours,

State Highway Engineer

RHB:HI

(Sd.) R. H. Baldock

Mail to R.H. Baldock
State Hwy Engr.
Salem.

1237

231 May 1, 1935.

Mr. C. C. Hockley
State Engineer, P.W.A.
Federal Court House
Portland, Ore.

Dear Mr. Hockley,

I have a copy of a letter of April 30, from Mr. R. H. Baldock, State Highway Engineer. It is unfortunate that you should have been bothered with a petty construction detail that should have been settled between the parties, but believe it was a misunderstanding due to the duplication of engineers in the field.

We did not agree specifically to mechanical tamping, as stated. Our specifications were already written before the matter ever came up with the Highway Department, and provided that the backfilling be "thoroughly tamped in 6 inch layers with water". This has been done, and our Resident Engineer, Mr. Newhouse, writes us that the Contractor did an excellent job. It would seem to us that the Contractor, with a compressor on the work, would find machine tamping actually cheaper than equivalent "thorough" hand tamping. We do not object to machine tamping fairly close to the pipe, if done with care, but do not wish this arbitrary requirement to mean any material added expense.

We happen to be familiar with the Forest Grove situation. That was due to a poor job of sewer laying and to joint leakage. The backfill has been in place 20 years.

We can assure you that we appreciate the need of proper backfill under paving and will see to it that the work is properly done under the specifications.

Yours very truly,

JWC:D

BAAR AND CUNNINGHAM

By

April 30, 1935.

Mr. C. C. Mockley,
State Engineer,
Public Works Administration,
Federal Bldg.,
Portland, Ore.

Dear Sir:

I am informed that the P.W.A. Engineer or inspector in supervision of the Redmond water main relaying project, has refused to permit adequate tamping of the trenches along sixth street, where the street is under contract for paving.

The State Highway Department, after learning that the street was to be trenched for water main, consented to proceed with the pavement only with the understanding that the trenches would be adequately tamped with mechanical tampers, and an agreement was made with the engineers for the project, Barr and Cunningham, that the trench be so tamped.

Funds for both these projects are largely provided by the Federal Government and it is incredible that the safety of the pavement be jeopardised by some fancied possibility of damage to the water main. At the present time the State Highway Department is engaged in resurfacing 82nd St. in Portland and in Forest Grove on streets where the failure was occasioned by uncompacted sewer trenches. Such failures are very com on and are continuously being brought to our attention and therefore we must earnestly insist that proper care be taken with this backfilling.

Yours very truly,

R. L. BALDOCK,
STATE HIGHWAY ENGINEER.

CC to
Barr & Cunningham,
Spalding Bldg.,
Portland, Ore.

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Redmond Section, Project No. NRH 123-F (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. [redacted] 123-F (1935)

REDMOND SECTION OF THE DALLES-

CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

4,250	cu. yds.	Excavation, Single Classif.	$ 0.55	$ 2,337.50
3,300	yds. mi.	Trunk Haul	0.18	594.00
350	lin. ft.	12" Corr. Iron Siphon Pipe	1.65	577.50
5	only	Concrete Inlet Basins	17.00	85.00
5	only	Concrete Outlet Basins	32.00	160.00
3	only	Monument Boxes	7.00	21.00
2,900	lin. ft.	Concrete Curbs	0.55	1,595.00
1,850	cu. yds.	Gravel Subbase	0.80	1,480.00
11,300	sq. yds.	Portland Cement Concrete Pavement	2.18	24,634.00
1,400	lin. ft.	½" Expansion Joints	0.18	252.00
4,600	lin. ft.	¾" Expansion Joints	0.15	690.00
5,200	lin. ft.	Contraction Joints	0.02	104.00
5,400	only	Dowels	0.15	810.00
6,500	lbs.	Tie Bars and Reinforcement	0.05	325.00
450	lin. ft.	Wood Header Blocks	0.25	112.50
		Sub-total		$ 33,777.50
		10% Engr. & Cont.		3,377.75
		Total		$ 37,155.25

Length 0.450 mile

Cost per mile $ 73,678.33

[redacted] Funds Requested- $ 37,155.25

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 88, Laws 1931

123-F
1935

April 2, 1935

Kern & Kibbe
42 S. E. Salmon Street
Portland, Oregon

Gentlemen:

For use in connection with the Redmond paving project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employing of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, O'Kane Building, Bend, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MR

Encl.

cc Mr. K. D. Lytle
Mr. R. B. Gould

March 29, 1935

1238

Kern & Kibbe
42 S. E. Salmon St.
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 28 for the construction of the Redmond Section of The Dalles-California Highway in Deschutes County, and has awarded to you the contract for such work at your bid price of $35,875.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 123-F (1935), Redmond section of The Dalles-California Highway, to Kern & Kibbe, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

March 19, 1935

123F

Mr. K. D. Lytle
Highway Division Engineer
Bend, Oregon

Dear Sir:

Replying to your letter of March 15th, this will advise that the correct beginning station for the Redmond Project is 0+30. The beginning point shown on the copy of plans which you have received is the beginning point of the part of the work to be paid for with federal funds, the portion between 0+30 and 1+73.76 being non-participating work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

SM 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

March 15, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. S. H. Probert.

Reference is made to the Redmond Concrete Paving Project for which plans were received today.

The sketch map on the cover of the plans and the detail plan map show the beginning of the project at Station 1+73.7 while the proposal states, supported by the estimate of quantities, that the beginning of the project is 0+30.

We think it possible this was shown in this manner in order not to have the F.A.P. project overlap with the Terrebonne section constructed a few years ago.

It is quite likely some contractor will pick this up and we wish to have your confirmation of the beginning point of the project at Station 0+30.

Very truly yours,

K. D. Lytle,
Division Engineer

By: W. O. Widdows
W. O. Widdows

wow/e

FORM S-g-1 10010 1-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

123F

March 18, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

Reference is made to the Redmond City Paving project.

Will you kindly send us the pad of field notes and the detail map scale 1"=20' which accompanied our special provisions and estimate.

We wish to work up the grade details on this last mentioned map and the field notes covered the side streets and will help us in working out the general drainage plan.

Yours very truly,

K. D. Lytle,
Division Engineer.

By:
W. O. Widdows

wow/e

NOTED

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

March 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public "orks highway project NRM 123-F (1935), the Redmond section of The Dalles-California Highway, have today been recommended for approval. This is your authority for advertising.

We should have copies of the customary town resolution covering encroachments.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

March 7, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Redmond Section, Project No. NEM 123-F (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 123-F (1935)

REDMOND SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 7, 1935

4,250	cu. yds.	Excavation, Single Classification	$ 0.50	$ 2,125.00
3,300	yd. mi.	Truck Haul	0.15	495.00
350	lin. ft.	12" Corr. Iron Siphon Pipe	1.50	525.00
5	only	Concrete Inlet Basins	25.00	125.00
5	only	Concrete Outlet Basins	40.00	200.00
3	only	Monument Boxes	10.00	30.00
2,900	lin. ft.	Concrete Curbs	0.70	2,030.00
1,850	cu. yds.	Gravel Subbase	1.00	1,850.00
11,300	sq. yds.	Portland Cement Concrete Pavement	2.10	23,730.00
1,400	lin. ft.	½" Expansion Joints	0.15	210.00
4,600	lin. ft.	¾" Expansion Joints	0.10	460.00
5,200	lin. ft.	Contraction Joints	0.05	260.00
5,400	only	Dowels	0.20	1,080.00
6,500	lbs.	Tie Bars and Reinforcement	0.06	390.00
450	lin. ft.	Wood Header Blocks	0.10	45.00
			Sub-total	$ 33,555.00
			10% Engr. & Cont.	3,355.50
			Total	$ 36,910.50

Length 0.450 mile

Cost per mile $ 82,023.33

NRM Funds Requested- - - -

FORM S-C-1 14187 AM 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

NRM 123-F

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

February 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

I am submitting herewith a copy of a letter regarding royalty to be charged for gravel to be used on the Redmond job.

This pit was a part of the old Cement Pipe plant at Bend and was used as a commercial pit. Several hundred dollars was spent in locating the pit and buying the land.

The contract will call for the contractor to secure the materials. Advise if this meets with your approval.

Very truly yours,

K. D. Lytle,
Division Engineer

kdl/e
encl.

RECEIVED
FEB 1 1935

[illegible],
[illegible],

[illegible]
[illegible]
[illegible],

Dear Sir:

Reference is made to [illegible] material from the pit at [illegible] project. I am authorized by Mr. Sire to make the following proposal relative to the use of [illegible], [illegible] cost, [illegible] material in this project:

[illegible] contractor is to be charged at the rate of 7½ cents for each yard of sand and each yard of gravel taken from the project, which rate is to be by the inspectors and will consist of sand.

Against this charge there will be the following offset credits to the contractor:

(1) A credit will be allowed the contractor for two-thirds ~~two thirds~~ of the material bill for lumber used in the bridges which are erected on the site, this base of cost at the site, including [illegible]. This is based on the assumption that the bridges will be left standing [illegible] the construction of the bridges of fir lumber [illegible] or similar size and will consist of [illegible], and conversion of one is cut [illegible] is to be used for [illegible] from the [illegible] be used [illegible] of the [illegible]

(5) [illegible]

Robert Stone

FORM S-B-1 12822 1500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER

Mr. R.
State
Salem,

ing:

I figure that the arrangement made here will put the royalty at between 4 and 4½ per yard, this considering the items of royalty at 7¢ offset by credit for the lumber used.

Dear

The items of rejections and materials left after completion of project are not considered in the above, but will not amount to anything anyway, in all probability.

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wow/c

FORM S-C-1 12933 1500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

July 31, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

NOTED
State Highway Engineer

Dear Sir:

The Redmond City Council is very anxious to be advised at the earliest possible date when the Redmond City project is approved. They wish to replace two or three blocks of wooden water main with steel main and if the contract is to be let this fall they can make arrangements for purchasing the pipe now.

We realize that the time to advise them to go ahead with their water main laying is not until the contract is signed but a word of non-committal encouragement at this time will speed them up in getting prices on the pipe so they can go ahead immediately upon receiving word that the contract is signed.

Yours very truly

K. D. Lytle
Division Engineer

By

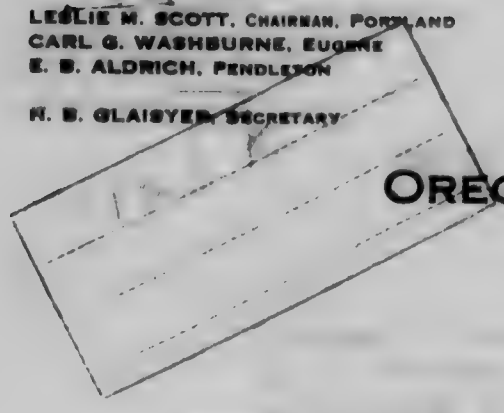
W. C. Widdows

wow/c

'OSHM 8-C-1 12022 1500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY



R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

112

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

July 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

I wish to discuss the various items incorporated in the Special Provisions and Plans on the Redmond Paving Job which are being submitted to you at this time.

I did not separate the excavation into two classes as was done on the 82nd Street job for the reason that there were only about 30 cubic yards in the trenches and it was not considered necessary to add a separate item for so small an amount of yardage.

No sidewalk construction was provided for as I thought the property owners could pay for them if they wanted them constructed. We will not tear out any walks.

No payment for removal of curbs was made as there is only about 180 feet being removed, all of which is located at the street radii.

I am calling for corrugated iron siphon pipe for the reason that I thought that type would be more suitable than concrete pipe. The reason for the placing of these pipes diagonally across the street is in order to secure some fall therein. We tried tipping the pavement in order to place the pipes at right angles to the street but that did not work. You will note that water is carried two blocks and then turned off the street. Drainage is all to the north and west.

CHAS. M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER

BEND, OREGON

The man holes are being built to permit access to water valves. At present these valves are covered with wooden boxes 4'x6' in size. The valves and by pass pipes are of a peculiar shape and we will not be able to construct any smaller openings.

The plans call for lateral expansion joints at intervals of 90 feet. This plan seemed to best fit the block length. The one longitudinal expansion joint is placed at the center of the street. It seemed better to place it there rather than have two, one against each curb.

We provide for the placing of the concrete in 10 foot strips so that no extra cost will be entailed in placing the joint at the center. Dowel bars are provided only for expansion joints. No dowels or tie bars are provided for contraction joints, and I cannot see why contraction joints should be tied together.

The estimate exceeds the one sent to you last year due to the inclusion of the street intersection where the McKenzie Highway enters town, the inclusion of 7100 feet of curb not estimated before. In our previous estimate we did not have curbs in where there are now none but in talking this job over with Mr. Baldock at one time he recommended that they be included in the job. Prices have also been increased since the job was originally figured.

Before the job is let, I would like to have a complete set of plans to present to the City Council for formal adoption of the entire plan. An adoption of the plans by this body would preclude any argument relative to grades or other construction details.

Yours very truly

K. D. Lytle
Division Engineer

kdl/c

FORM S-A-1 12050 5M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 25, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

In answer to your questions in regard to the Redmond Paving job, I beg to advise that the data which you submitted meets with our approval and is approximately that which we have used in similar cases.

The minimum curve exposure on other jobs has been placed at 6 inches, however, the City of Portland insists on 7 " and prefers 8", but personally I think 6" is equally satisfactory. A 5" crown would also appear to be proper to use and a 7" thickness has been used in similar instances.

We have been recently advised that 25% of the money must be appropriated to cities as was done last year therefore please expedite this Redmond job as much as possible.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM S-C-1 12522 1500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

June 14, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. J. N. Bishop

Dear Sir:

Attached is a Cashier's check from the City of Redmond in the amount of $470.26 to cover the cost of oiling additional width (over 20 feet) on The Dalles-California Highway route through the City of Redmond.

There are 4702.6 square yards of O-30 specification to be laid which, according to instructions received from your office, shall be charged for at the rate of 10 cents per square yard.

This work will be charged to approved order 9 MC-104, and we are crediting this prefix with this amount.

Yours very truly

K. D. Lytle
Division Engineer

By

W. O. Widdows

wow/c
encl.
CC to
Geo. Gothman

CONTRACT #1728,

SEE:

CONTRACT #1547,

CONTRACT #1728,

NRM 78-D Roseburg Sec., Paving 1934

1728

A939 2M 6-35

MISSIONERS
A. CABELL, CHAIRMAN, PORTLAND
ORICH, PENDLETON
S. WASHBURNE, EUGENE

GLAISYER, SECRETARY

OF STATE HIGHWAY ENGINEER

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED

Oct. 14, 1935

IN REPLY PLEASE REFER TO FILE No.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

A short time ago we received a note from Mr. Skelley stating that there was no map or transit notes with the final records of the Roseburg Section paving. This work done under contract No. 1728.

Attached hereto you will find transit notes and a 400' to the inch sketch map on tracing cloth. Will you please send us a copy of the map?

Very truly yours,

E. A. COLLIER
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock

EAC:AWF

Form 338—5M—8-34

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

RECEIVED SEP 9 1935

For Week Ending Sept. 7th, 1935, 193...

Section ROSEBURG	Kind of work Paving
Highway Pacific	Section prefix 10 - 1103
Contractor Jacobsen & Jensen	Contract number 1728
Date of contract Mar. 28, 1935, 193...	Date of completion Aug. 10th, 1935, 193...
Date work started May 27, 1935, 193...	Estimated date of completion ..., 193...
Amount of contract . . . . . $ 26705.40	Per cent of time elapsed ...%
Estimated cost of completed project, exclusive of engineering	$24775.11
Per cent of contract completed, based on total contract price	100 %
Engineering costs to date, $1840.00, 6.2 %	Date project was completed Aug. 10, 1935, 193...

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished simi final estimate and handed same in to division office on Fri. this week.

Signed .....

Address ROSEBURG

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

has been found necessary to place this material about 1½" thick instead of 1" thick to secure a good job.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

less than the original estimated quantity and cutback wearing surface overran as it has been found necessary to place this material about 1½" thick instead of 1" thick to secure a good job.

FORM S-A-1 22650 2M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Sept. 7, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

OVERRUNS AND UNDERRUNS IN ROSEBURG PAVING
ATTN: R. H. FLORENT

Dear Sir:

Total original authorization $29,700.84. Total estimate corrected to date $26,775.11. Underrun caused by cement adjustment and by reduction in quantities of excavation, concrete base, asphaltic concrete and contingencies.

The underrun in excavation and truck haul was caused by:

(1) Raise of grade to permit placing cutback wearing surface,
(2) Over estimate of excavation at service station at Brockway.
(3) Volume of old pavement and walks to be removed were not deducted in preliminary estimate.

Items for 8" porous druintile and rock backfill were placed in the estimate to obtain price but during construction it was not found necessary to place any of either item.

Overrun of concrete sidewalks caused by rebuilding sidewalk at Brockway. The original walk being too high for reasonable curb height.

Driveway aprons underran 11% because area of some of the driveways on the north end of the job were overestimated.

Concrete base underran 16% because this item was overestimated. It was possible to obtain a good job at the street intersections without removing as much old concrete base as originally planned.

Expansion joints overran because considerable additional lengths were required at street intersections on curb returns.

Contraction joints were overestimated through error in preliminary estimate.

Dowels overran the preliminary because additional dowels were used at street intersections.

Sand cushion underrun occurred because the job was performed during dry weather instead of during wet weather as anticipated.

Filler and hauling filler overran. Most of this material was used to adjust level of property back of new sidewalks between Woodward and Moser Streets.

Class "A" asphaltic concrete underran as it was possible to secure a good job with less than the original estimated quantity and cutback wearing surface overran as it has been found necessary to place this material about 1½" thick instead of 1" thick to secure a good job.

CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
HENRY F. CABELL, CHAIRMAN, PORTLAND
COMMISSIONERS

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

SEP 9 1935
STATE

OREGON STATE HIGHWAY COMMISSION

SALEM

-2- S. H. Probert

IN REPLY PLEASE
REFER TO FILE NO.

The total in preliminary estimate for class "A", class "B" and cutback was 1620 tons and the total placed of these three items was 1475.61 tons.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith

EAC:AVF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of U.S.P.W. Proj. NRM 78-D (1935), Roseburg Section, Pacific Highway, Douglas County, _____, was made by a representative of this office on August 27, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

J. H. LYTH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

FORM 0-A-1 10184 SM 1-36

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 1, 1935

IN REPLY PLEASE REFER TO FILE NO.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon

ATTN: H. G. SMITH

Dear Sir:

Mr. Finkbiner was here Monday and said that Mr. Baldock had ordered application of a sand finish on all cutback wearing surfaces. This to consist of 5 lbs. per square yard of 10 mesh minus sand mixed with about one-half of one percent of asphalt or cutback to be applied after the cutback surface was finished and to be broomed to insure uniform and complete coverage.

Attached hereto find price agreement to cover placing of approximately 12 tons of this material on the Roseburg paving project.

I discussed this with Mr. Curtner, who said that they put this on for $4.35 per ton at Corvallis but that the State paid force account for all brooming and that amounted to quite an item.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM S-A-1 10184 9M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 29, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

-Extension of Time on Roseburg Paving Job-

Dear Sir:

It is apparent that Jacobsen-Jensen will not be able to finish the Roseburg paving job July 31st, 1935, but will require four or five days additional time. Attached hereto you will find the application for a 15 day extension of time and the consent of their surety company to this 15 day extension.

I recommend this extension be granted from July 31st, to August 15th, without penalty. The traveling public is not inconvenienced by reason of this short delay in completion and engineering costs will be increased very slightly.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

NOTED

FORM S-A-1 10184 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 17, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On the Roseburg paving project the East side of Stevens Street was resurfaced to Haynes Street in 1934, using coated screenings for the finish. This years job calls for cutback finish but in order to make the street south of Haynes uniform in appearance I request permission to place the same kind of finish on it which we placed in 1934. This will involve no extra expense to the contractor and I think he will place it at the same price per ton.

The western edge of the part resurfaced last year south of Haynes is not a straight line but varied somewhat according to irregularities of the street and in general extended somewhat west of center line. It is difficult to feather out with regular cutback mix.

If you think there will be any question with the Bureau of Public Roads please take this up with them and if possible advise me whether I may use last years finish on part of Stevens Street south of Haynes on or before July 24th.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM S-A-1 10610 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Permission is granted to make the resurfacing on Stevens Street south from Haynes Street of similar surface finish as that placed on the east side of the street last year. This is in order to give uniformity to the east and west side of the street, Roseburg

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

PR 78-D

Fed. 25611

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. HRM 78-D (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.) approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the day of March, 1930, a revised project statement, which was approved by the Secretary on the 10th day of May, 1930, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 19th day of November, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty four thousand, six hundred eighty eight and29/100

dollars ($ 24,688.29) as the share of the United States payable under said act on account of Section D of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

9—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1561+25 at the intersection of Stephens Street with Haynes Street and the north end of Section C of said project, and survey station 1581+60 at the intersection of Stephens Street and Cass Street in the City of Roseburg,

, length 0.385 of a mile, in Douglas County, being Section D of Oregon U.S.Pub.Wks.Hwy. project No. NEM 73(1935), consisting of 0.385 of a mile of roadway and no bridges, of more than 20 feet clear span, known locally as the Roseburg section of the Pacific Highway, between official control points, Dillard and Eugene.

S—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of twenty four thousand, six hundred eighty eight and 28/100 dollars ($ 24,688.28), certified to the Secretary of the Treasury as above mentioned, which does not exceed the estimated cost of said project as approved, and is the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, laws of 1927 and Chap. 88, laws of 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 21st day of June, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By E. B. Adkins
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S. 2518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Hwy. Project No. ~~NRM~~ 78-D (1936) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $24,688.29 as the total estimated cost of said project, and the sum of $24,688.29 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share~~ is of said total estimated cost.

Done at the city of Washington, this 21st day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By [illegible]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4820

RECEIVED

FORM S-A-1 10194 SM 1-38

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

June 12 1935

Mr R H Baldoch
State Highway Engineer
Salem Oregon

Attention Mr H G Smith

Dear Sir;

Your letter of June 11 concerning Roseburg project received. The electric conduit across from the Rose Hotel was removed from the area to be paved yesterday by the owner.

At S E corner of Brockway and Stephens the present sidewalk is a maximum of 14 inches above new gutter grade. Back of the walk is a concrete wall 2.5 ft high and leading down from house are concrete steps to edge of walk. In view of B P R objection to high curb please advise if it will be satisfactory to use 10 inch curb. The wall is cracked and I fear attempt to underpin it will not be satisfactory to owner. Wall will require 20 cu yds concrete and walk will not have to be rebuilt quite the 100 ft. We have several hundred feet of curb 11 inches high to build on the same side of this street.

Respectfully

Division Engineer

FORM S-A-1 10194 9M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

IN REPLY PLEASE REFER TO FILE NO.

June 1 1935
June 3 1935

Mr R H Baldock

State Highway Engineer Attention N M Finkbiner

Salem Oregon

Dear Sir;

Jacobsen Jensen expect to start placing concrete pavement in Roseburg a week from today. Plan to use two 5 hour shifts. Ray Webber wil be engineer, Geo Miller, street inspector botth on concrete and asphalt pavement. Will you have plant inspectors to cover both shifts or do you wish us to arrange as at Marshfield?

Respectfully Yours

cc Mr R H Baldock

Division Engineer

Federal

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Roseburg Section, Project No. NRM 78-B (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. HRM 78-D (1935)

ROSEBURG SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

A3' Roadway (Sta. 1561+25 to 1581+60)

1,420	cu. yds.	Excavation, Single Classification	$ 1.00	$ 1,420.00
920	yd. mi.	Truck Haul	0.15	138.00
100	lin. ft.	8" Porous Drain Tile	0.50	50.00
2,100	sq. yds.	Removal of Old Pavement	0.30	630.00
6	only	Catch Basin Replacement	20.00	120.00
3,640	lin. ft.	Concrete Curb	0.50	1,820.00
200	sq. yds.	Concrete Sidewalks	1.50	300.00
205	sq. yds.	Concrete Driveway Apron	1.92	393.60
2,700	sq. yds.	Portland Cement Concrete Pavement	2.08	5,616.00
600	sq. yds.	Portland Cement Concrete Base	1.75	1,050.00
730	lin. ft.	Expansion Joints	0.15	109.50
2,020	lin. ft.	Contraction Joints	0.04	80.80
1,060	only	Dowels	0.20	212.00
160	cu. yds.	Sand Cushion	1.75	280.00
30	cu. yds.	Rock Backfill in Drains	2.00	60.00
120	cu. yds.	1½" – 0" Rock in Subbase	1.75	210.00
20	cu. yds.	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.20	4.00
590	Tons	Class "A" Asphaltic Concrete	7.00	4,130.00
440	Tons	Class "B" Asphaltic Concrete	7.00	3,080.00
390	Tons	Cutback Asphalt Wearing Surface	7.00	2,730.00
			Sub-total	$ 22,443.90
			10% Engr. & Cont.	2,244.39
			Total	$ 24,688.29

Length	0.385 mile
Cost per mile	$ 64,125.42

FERA Funds Requested- $ 24,688.29

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931
State Funds for Maint: Chap. 41, laws 1927; Chap. 88, laws 1931

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 78-D (1935), the Roseburg section of the Pacific Highway, to Jacobsen-Jensen Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 11, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon U.S.Public Works highway project NRM 78-D (1935), the Roseburg Section of the Pacific Highway. This is your authority to readvertise this project, for which bids will be received March 28, 1935.

Prompt submission of the project agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

December 6, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 78-D (1935), the Roseburg section of the Pacific Highway, to R. I. Stuart & Sons, Medford, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

November 19, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works highway project NRM 78-D (1935), Roseburg section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

In line with our recent conversation, the paragraph on page 41 of the special provisions headed "Asphaltic Concrete may be Furnished by the State" is being deleted. This also applies to U. S. Public Works project NRM 78-C (1935).

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

November 15, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the North Roseburg Section, Project No. NRM 78-D (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 78-D (1935)

ROSEBURG SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, November 15, 1934

43' Roadway (Sta. 1561+25 to 1583+60)

1,420	cu. yds.	Excavation, Single Classification	$ 1.00	$ 1,420.00
920	yd. mi.	Truck Haul	0.25	230.00
100	lin. ft.	8" Porous Drain Tile	0.50	50.00
2,100	sq. yd.	Removal of Old Pavement	0.40	840.00
6	only	Catch Basin Replacement	20.00	120.00
3,640	lin. ft.	Concrete Curb	0.70	2,548.00
200	sq. yds.	Concrete Sidewalk	1.50	300.00
205	sq. yds.	Concrete Driveway Apron	2.10	430.50
2,700	sq. yds.	Portland Cement Concrete Pavement	2.10	5,670.00
600	sq. yds.	Portland Cement Concrete Base	2.10	1,260.00
730	lin. ft.	Expansion Joints	0.20	146.00
2,020	lin. ft.	Contraction Joints	0.06	121.20
1,060	only	Dowels	0.25	265.00
160	cu. yds.	Sand Cushion	1.50	240.00
30	cu. yds.	Rock Backfill in Drains	1.50	45.00
120	cu. yds.	1½" - 0" Rock in Sub-base	2.00	240.00
20	cu. yds.	Filler	0.50	10.00
20	yd. mi.	Hauling Filler	0.25	5.00
590	Tons	Class "A" Asphaltic Concrete	8.00	4,720.00
440	Tons	Class "B" Asphaltic Concrete	8.00	3,520.00
390	Tons	Cut-back Asphalt Wearing Surface	8.00	3,120.00
			Sub-total	$ 25,300.70
			10% Engr. & Cont.	2,530.07
			Total	$ 27,830.77

Length 0.385 mile
Cost per mile $ 72,287.71

NRM Funds Requested..... $ 27,830.77

78-D

112-2-C

October 16, 1934

Mr. Oscar Cutler

Office

Dear Sir:

I am handing you six copies of the agreement with the City of Roseburg providing for the maintenance by the City of the municipal project described as improvement of 0.554 mile of the municipal highway from south line of Roberts Street to center of Cass Street, known as Stephens Street, designated as Oregon Project No. NRM 78-D.

These agreements were approved and signed by the State Highway Commission on October 10.

Very truly yours,

Secretary

HBG:AJ

Mr. Glasiger:

Herewith 6 copies of maintenance agreement executed by city officials of Berkeley covering proposed construction on Stephens Street, the work it is expected will be advertised for Nov. 1st; these should be signed by the Commission.

Cutler

CONTRACT #1729,

FIH 5-A Malloy Ranch-Idaho Line, 1935
Grading

1729

5a

October 25, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to your letter of October 17th, this will advise that Form Emp. 1 as submitted for FLEC 5-A and NRS 251-A is in error in showing any work done in August, as, except for a small amount of cleaning up work done on August 23rd, the project was completed in July. A copy of a letter from the Resident Engineer in regard to the matter is being submitted herewith.

On Project NRS 244-A, the only work performed during August was a half day of work performed by a state oiling crew. No work was performed during August by the forces of the contractor.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON
Oct. 17, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of October 14th stating that no work was performed on the following projects during August, 1935:

Contract No.	Project No.
1698	NRS 244-A
1729	Flec 5-A & NRS 251-A

These 21 men were on State Oiling Crew doing the second seal coat for Contractor This fact is brought out on Emp.-1

Forms Emp. 1, as submitted by the resident engineers, show that NRS 244-A was completed on August 30 and that 21 men worked during the period of August 16th to September 15th, and that FLEC 5-A & NRS 251-A was 99% complete on August 15th and was completed on August 23d. See attached Letter

Please investigate and if the Forms Emp. 1 were incorrect, kindly advise; otherwise please secure payrolls for these projects.

Yours very truly,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

11H5a

September 20, 1935.

Mr. E. Snider, Secretary
Humboldt County Chamber of Commerce
Winnemucca, Nevada

Dear Sir:

Receipt is acknowledged of your letter of September 17 concerning State Highway contract which was recently completed on the I-O-N Highway in Malheur County.

You are advised that this was a grading contract, consisting of 2.36 miles from Malloy Ranch to the Idaho State Line. The contract was completed on August 23 and the total amount was $28,268.25.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

OFFICERS:
C. B. BROWN, PRESIDENT
C. A. COPPIN, 1ST VICE-PRESIDENT
C. W. KILGORE, 2ND VICE-PRESIDENT
GUS KNEZEVICH, 3RD VICE-PRESIDENT
E. SNIDER, SECRETARY-TREASURER

Resources: Mining - Agriculture - Stockraising

DIRECTORS:
P. E. BORN
A. S. GOLDMAN
E. A. SMITH
W. P. STEPHENSON
R. C. STITSER
A. A. WENDELL

Humboldt County Chamber of Commerce

WINNEMUCCA, NEVADA

OFFICE OF THE SECRETARY

September 17, 1935

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

We understand a small section of newly constructed road, north of Jordan Valley to the Idaho state line was recently completed.

Will you please give us the mileage involved, the type of construction, the cost or rather the contract price and the month completed.

Thanking you for this information, I am

Very truly yours,

E. Snider
Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FLH Proj. 5-A (1935), East Unit of Malloy Ranch-Idaho Line Section, I.O.N. Hwy., Malheur County, was made by a representative of this office on August 29, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

241 & 5a

#1729

August 30, 1935

Fidelity & Deposit Company of Maryland,
R. E. Pinney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1729 for the construction of the Malloy Ranch-Idaho State Line Section of the I-[redacted] Highway in Malheur County has been completed by the contractors, Morrison-Knudsen Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after September 9th, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your further information we wish to advise that the total amount paid the above contractors will be $28,268.25 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 338—6M—2-35

5A

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Molla-Tiadt-Idleyld Jct. — **For Week Ending** August 17, 1935

Highway U.C.H. — **Kind of work** Grading

Contractor Harrison-Davidson Co. Inc. — **Section prefix** 123-1065

Date of contract June 20, 1935 — **Contract number** 1727

Date work started April 13, 1935 — **Date of completion** Sept. 15, 1935

Amount of contract $ 2775.00 — **Estimated date of completion** Sept. 1, 1935

Estimated cost of completed project, exclusive of engineering $ 2827.66 — **Per cent of time elapsed** 82 %

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date, $ 2267.— , 61.1 % — **Date project was completed** ....., 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

We expect to complete the last unit of the contract by Sept 1st.

RECEIVED
AUG 1 1935

Signed .....

Address .....

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM S-961 53844 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

5 Q

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

August 12, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED

Attention Mr. H. G. Smith

Dear Sir:

With the exception of some dressing of slopes around ends of the bridge across Sucker Creek, all work has been completed on the Holley Ranch-Idaho State Line Section of the I. O. N. Highway in Malheur County by Morrison-Knudsen Company.

The total cost of the grading project is $30,b41.17, which amount is approximately $12 in excess of the project authorization. There was an overrun in solid rock excavation materials which offset the small saving in engineering and resulted in the overrun.

Variation of contract items have been explained by resident engineer H. J. Miller as follows:

1. Trench excavation overran 135% due to use of a new specificati n for installation of culvert pipe on this project, whereas sufficient trench excavation had not been included in the preliminary estimate to cover this method of installation.

Common excavation showed an underrun of 14% and solid rock an overrun of 15%, the variation being due to a slight discrepancy in classification.

2. Rounding cutbanks overran 29% due to the fact that during the construction all cutbanks were rounded regardless of height and sufficient provisions

H. B. GLAISYER 22544 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith — 8-12-35
Subject: Molloy Ranch Section — Page #2
I.O.N.Highway, Malheur County
Semi-Final Estimate

for this amount of rounding were not made in the preliminary estimate.

5. Special Fill construction underran .21%, the reason being overestimation in original estimate.

4. Roadbed topping underran 22% due to the fact that some suitable materials were encountered in the excavation quantities which allowed for a slight decrease in the amount of materials to be hauled from the topping pit.

5. There was some underrun in 18 inch culvert pipe which resulted from elimination of one pipe at station 14+81, which, due to nature of borrow pits constructed, eliminated need of a culvert pipe. Thirty-six (36") inch pipe was over 25% as additional pipe was required for the new method of installing culvert pipe over that estimated for the old specification method of installation.

Very truly yours,

W.C. WILLIAMS
Division Engineer

WCW:MA
cc R. H.Baldock

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FLH 5-A (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

July 25, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered [redacted] project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hwy. 25871

Form P. R. 2

State Oregon

Project No. FH-5, Section A
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—8518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory Act of June 24, 1930 (46 Stat.805) and the act approved June 19, 1934 (Public No. 412,73rd Cong.)

Whereas the Highway Department of said State submitted on the 29th day of December, 1934, a project statement, which was approved by the Secretary on the 16th day of January, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 12th day of March, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

nine thousand, one hundred ninety-two and 84/100

dollars ($ 9,192.84) as the share of the United States payable under said act on account of Section A of said project, which is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State .....

(Include date and citation of act of legislature by which authorized) STRICKEN OUT

(*b*) From other sources Funds to the extent of $9,192.84 will be made available from the appropriation made by the act of June 19, 1934 (Public No. 412, 73rd Cong.).

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 59+20, the north end of MRS-251 (1935) in the SW¼ of Section 1, T 27 S, R 46 E, W.M., and survey station 124+57.3 on the Oregon-Idaho State Line, the south end of Idaho FLH-6 in Sec. 31, T 26 S, R 47 E, W.M.,

....., length 1.238 miles, in Malheur County, being Section A of Oregon project No. FLH-5 (1935), consisting of 1.238 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of one mile in length~~ known locally as the East Unit of the Malloy Ranch-Idaho State Line section of the I.O.N. Highway.

8-5518

ROADS
JUL 25 1935
PORTLAND, ORE

FORM S-N-1 20059 500 3-58
COMMISSIONERS
LESL
R. M. BALDOCK

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

STRICKEN OUT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ....A.... of said project shall not in any event exceed the sum of ....nine thousand, one hundred ninety-two and 64/100.... dollars ($ 9,192.64 ....), certified to the Secretary of the Treasury as above mentioned, which [illegible] the approved total estimated cost of Section ....A.... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....the State Treasurer....
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ....Oregon....
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ....Chap. 41, Laws of 1927 and Chap. 245, Laws of 1931....
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11 day of July, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting *Chief, Bureau of Public Roads*

S -3518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. FLH-5-A (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 9,192.84 as the total estimated cost of said project, and the sum of $ 9,192.84 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11 day of July one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934

FORM S-M-1 20058 500 3-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

S. SLAISYER, SECRETARY

5-a

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 12, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

I am enclosing copy of the subcontract entered into between Morrison-Knudsen Company and Kelley Brothers covering the placing of selected roadbed topping on Malloy ranch--Idaho State Line Section of the I. U. H. Highway or Malheur County.

Inasmuch as this subcontract does not conflict with any restrictions of the original contract to Morrison-Knudsen Company, my approval has been given to the same.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

enc.
cc R. H. Baldock.

FLH-5A

April 19, 1935

Morrison-Knudsen Co.
319 Broadway
Boise, Idaho

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1729 awarded to you on March 28, 1935, for the grading of the Malloy Ranch-Idaho State Line Section of the I-O-N Highway in Malheur County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

April 13, 1935

Mr. W. H. Lynch, Dist. Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to your letter of March 18th, this will advise that we have no objection to your including in the project agreement for Oregon Federal Lands Project No. FLH 5A - 1935, a clause to the effect that the State will, within a reasonable time, place on the project such additional surfacing as will adequately meet the traffic requirements.

The surfacing of this project is not as yet definitely planned or programmed, but we anticipate no difficulty in making arrangements for the surfacing by the time traffic has developed to the extent that surfacing will be required.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 18, 1935

Mr. R. H. Baldock
StateHighway Engineer
Salem, Oregon

Dear Sir:

Our Regional Office has agreed to approval of the P.S.& E. for Oregon Federal Lands Project No. FLH 5-A (1935), subject to the condition that you will, with or without Federal Aid, within a reasonable time after completion of the project now contemplated, place such additional surfacing as will adequately meet the traffic requirements.

Will you please advise us in this connection.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

REFERRED TO
Bruce
By State Engineer
Prepare & answer

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the East Unit, Malloy Ranch-Idaho State Line Section, Project No. FLH 5-A.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. FLH 5-A

EAST UNIT, MALHEUR RANCH-IDAHO STATE LINE SECTION

OF THE A-O-5 HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 3, 1935

Roadwork (Sta. 52+20 to 124+57.3)

All Required		Clearing and Grubbing		$ 159.13
30	cu. yds.	Trench Excavation	$ 1.50	45.00
8,500	cu. yds.	Common Excavation	0.28	2,380.00
3,500	cu. yds.	Solid Rock Excavation	0.72	2,520.00
21,000	yd. sta.	Overhaul	0.01	210.00
1,600	yd. mi.	Truck Haul	0.20	320.00
1.24	miles	Finishing Roadbed and Slopes	400.00	496.00
6,400	lin. ft.	Rounding Cut banks	0.08	512.00
80	lin. ft.	18" Concrete Pipe	2.50	200.00
110	lin. ft.	24" Corrugated Iron Pipe	3.50	385.00
1,500	cu. yds.	Selected Roadbed Topping	0.30	450.00
3,400	cu. yds.	Hauling Roadbed Topping	0.20	680.00
			Sub-total	$ 8,357.13
			10% Engr. & Cont.	835.71
			Total	$ 9,192.84

Length 1.238 miles

Cost per mile $ 7,425.55

FLH Funds Requested- $ 9,192.84

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 30, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon FLH 5-A (1935) and USPW project NRS 251 (1935), Malloy Ranch-Idaho State Line, for which bids were opened March 28, 1935.

Before award of contract was made, the low bidder agreed to the widening of the roadbed from 22' to 24' using the same unit prices. This was satisfactory to this office. However, in submitting the project agreement estimate, the revised quantities for the 24' roadbed should be used; also, revised section sheets of the plans should be submitted.

Very truly yours,

W. H. LYNCH
District Engineer

FORM S-A-1 10815 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 30, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

W. C. Williams,

~~Mr. K. D. Lytle,~~
Division Engineer,
Bend, Ore.

Dear Sir:

After making a further comparison of the roadbed on the Malloy Ranch-Idaho State Line Section, I believe that it will keep the quantities in better balance if you use a 2 ft. ditch instead of the 3 ft. suggested yesterday. The 3 ft. ditch was merely suggested to confore to the section used on the Blue Mountain Pass, but without doubt the cuts and fills will more nearly balence without further adjusting of the grade line if the ditch, therefore this should be used in the field and Probert will estimate yardage on that basis.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM S-A-1 10619 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 29, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

We have agreed with the Bureau of Public Roads to make the Malloy Ranch-Idaho State Line Section a 24 ft. roadbed with a 2 ft. ditch. That is, 24 ft. on fills or 24' in cuts exclusive of the ditch. Typical section is attached.

Please instruct the resident engineer to stake it out on this basis.

The contract will be prepared on the basis of estimated yardage which I believe can be estimated in Probert's office from the mean of the other roadbeds which you have already supplied us.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon project FLH 5-A (1935), East Unit, Malloy Ranch-Idaho Line section of the I-O-N Highway, to Morrison-Knudsen Co. Inc., Boise, Idaho, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

INFORMATIONAL COPY FOR:

R. H. Baldock
State Highway Engineer
Salem, Oregon

FLH-5

B-1

March 25, 1935.

Dr. L. I. Hewes,
Deputy Chief Engineer,
San Francisco, California.

Dear Dr. Hewes:

Herewith are two copies of a letter of March 21 from the Commissioner of the General Land Office, approved by the First Assistant Secretary of the Interior, stating that the blue print showing the proposed location of Oregon Federal Lands Highway Project No. 5 has been checked against the records of that office and found to affect public lands to which the act of June 24, 1930, is applicable.

Very truly yours,

Division of Contracts & Laws

By L. E. Boykin

Chief of Division

Enclosures.

REFERRED TO
Prout
for State Highway Engineer
What is this about

(COPY)

Address only the Commissioner of the General Land Office

UNITED STATES
DEPARTMENT OF THE INTERIOR

General Land Office

Washington

In reply please refer to
1593555 "F" AB

March 21, 1935

: Project statement approved.

Chief,

Bureau of Public Roads.

My dear Mr. MacDonald:

Reference is had to letter of the Acting Chief, Bureau of Public Roads, of March 8, 1935, file No. B-1, submitting Oregon Federal Lands Highway Project Statement No. 5 under act of June 24, 1930 (46 Stat. 805), and file of papers relating thereto including a blueprint showing the location of said proposed Project No. 5.

The diagram has been checked against the records of this office and the project as shown thereon is found to affect public lands to which the act of June 24, 1930, is applicable.

The enclosures submitted are returned herewith together with two carbon copies of this letter.

Very respectfully,

Fred W. Johnson

Commissioner

Approved: March 21, 1935

(Sgd) T. A. Walters

First Assistant Secretary.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works highway project NRFLH 5-A (1935), the East Unit of the Malloy Ranch-Idaho State Line section of the I.O.N. Highway, have today been recommended for approval. This is your authority for advertising.

It is noted that the 24" corrugated iron pipe is incorrectly shown as concrete and the length as 1.237 miles instead of 1.238 miles on the estimate. Please make the necessary revisions before submitting the revised estimate.

Please forward copies of letter from the U.S.Reemployment Service approving this project for a 40 hr. week

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

March 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the East Unit, Malloys Ranch-Idaho State Line Section, Project No. FLH 5-A.

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. FLH 5-A

FIRST UNIT, MALLOY RANCH-IDAHO STATE LINE SECTION

OF THE L. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 8, 1935

Roadwork. (Sta. 59+20 to 124+57.3)

All Required		Clearing and Grubbing		$ 250.00
20	cu. yds.	Trench Excavation	$ 1.00	20.00
8,200	cu. yds.	Common Excavation	0.25	2,050.00
3,400	cu. yds.	Solid Rock Excavation	0.75	2,550.00
17,000	yd. sta.	Overhaul	0.02	340.00
1,600	yd. mi.	Truck Haul	0.15	240.00
1.24	miles	Finishing Roadbed and Slopes	200.00	248.00
6,400	lin. ft.	Rounding Cut-banks	0.10	640.00
80	lin. ft.	18" Concrete Pipe	2.50	200.00
100	lin. ft.	24" Concrete Pipe CL IV-a	3.50	350.00
1,500	cu. yds.	Selected Roadbed Topping	0.30	450.00
3,400	yd. mi.	Hauling Roadbed Topping	0.15	510.00
			Sub-total	$ 7,848.00
			10% Engr. & Cont.	784.80
			Total	$ 7,632.80

Length 1.237 miles

Cost per mile $ 6,170.41

FLH Funds Requested- - - -

Oregon State Highway Department

U. S. Public Works Project
No. FLH 5-A

East
~~WEST~~ UNIT, MALLOY RANCH-IDAHO STATE LINE SECTION

OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 8, 1935

Roadwork, (Sta. 59+20 to 124+57.3)

All Required		Clearing and Grubbing		$ 250.00
20	cu. yds.	Trench Excavation	$ 1.00	20.00
8,200	cu. yds.	Common Excavation	0.25	2,050.00
3,400	cu. yds.	Solid Rock Excavation	0.75	2,550.00
17,000	yd. sta.	Overhaul	0.02	340.00
1,600	yd. mi.	Truck Haul	0.15	240.00
1.24	miles	Finishing Roadbed and Slopes	200.00	248.00
6,400	lin. ft.	Rounding Cut-banks	0.10	640.00
80	lin. ft.	18" Concrete Pipe	2.50	200.00
100	lin. ft.	24" ~~Concrete Pipe~~ C I Pipe	3.50	350.00
1,500	cu. yds.	Selected Roadbed Topping	0.30	450.00
3,400	yd. mi.	Hauling Roadbed Topping	0.15	510.00

Sub-total	$ 7,848.00
10% Engr. & Cont.	784.80
Total	$ 7,632.80

Length 1.237 miles

Cost per mile $ 6,170.41

FLH Funds Requested- - - -

CONTRACT #1730,

NRS 251 Malloy Ranch-Idaho State Line 1935
Sec. & Bridge over Sucker Cr.
1730

251

June 25, 1936

A. G. Plant Company
Box 282
Ontario, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of August 29, 1935 for an extension of time in which to complete your contract for the construction of a bridge over Sucker Creek on the I.O.N. Highway in Malheur County. There follows an excerpt from the minutes of the State Highway Commission meeting held on September 26, 1936 covering this matter:

"A. G. Plant Company, contract No. 1730 for the construction of a bridge over Sucker Creek on the I.O.N. Highway in Malheur County, requested an extension of time of 30 days, from August 15 to September 15, 1935, in which to complete this mob, giving as their reason that they encountered difficulties in securing bridge timbers. The Engineer advised that the contractors' operations were delayed for approximately 6 weeks in securing treated lumber for this structure. He gave as his thought that an extension of time should not be granted, as a general rule, on the grounds that there has been a delay in securing delivery of materials, as that is something for which the contractor is responsible. However, in the present case, inasmuch as the overrun of the time limit was not very great and for the further reason that this job was a small one and the general public has not been inconvenienced by the delay, he recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation unanimously."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon NRS 251 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

April 20, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Agr. 25779

Oregon U. S. Public Works
Highway Project No. NRS 251 (1935).

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 24, 1935, by the Oregon State Highway Commission, and on June 22, 1935, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works Highway Project No. NRS 251 (1935); and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said project be increased from $15,000.00 to $30,563.35:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the estimate approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of thirty thousand, five hundred sixty-three and 35/100 dollars ($30,563.35) as the share of the United States payable under said act on account of said project, which is the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event

exceed the sum of thirty thousand, five hundred sixty-three and 35/100 dollars ($30,563.35) certified to the Secretary of the Treasury as above mentioned, which is the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 25th day of February, 1936, and the Secretary of Agriculture on the 1st day of April, 1936.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission.

Secretary of Agriculture,

By _____
Acting Chief, Bureau of Public Roads.

Oregon U. S. Public Works
Highway Project No. NRS 251 (1935).

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. FRS 251 (1935), State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 30,563.35 in lieu of the $15,000.00 approved by Certificate of June 22, 1935, as the total estimated cost of said project, and the sum of $ 30,563.35 / as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 1st day of April one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By L. A. Engle

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 9—4639

251

April 14, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies of a letter sent to prospective bidders on the Vancouver Avenue Extension, Project No. NRS 251 (1935), which letter advises of a change in plans by the construction of a 4' asphaltic center strip on the 40' roadway thereby increasing the width of pavement to 44 feet.

We are sending five sets of revised plans under separate cover.

The agreement estimate will be based on the revised quantities.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

April 10, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to P.S.& E. papers covering Oregon NRS 250 (1935), the Vancouver Avenue project, on which bids are to be received on April 17th.

We are in receipt of advice that the paving section shown is not satisfactory in that no parting strip is provided. The original project was a bridge with 44-ft. roadway, and the paving of the approaches where 40 ft. wide should also provide a 4-ft. center strip or parkway, and the 20-ft. pavement should be offset two feet in order to provide a similar 4-ft. center strip when the other half is paved.

On stage construction provision should be made to permit adequate parkways if four lanes or more will eventually be needed. In this connection, the 4-ft. parkway should be considered a minimum and, if possible, a 5-ft. or greater should be provided.

We would suggest that revised section sheets and specifications be submitted in line with the above at your early convenience.

As this is an extension of the original project, revised project statement sketch maps should be submitted.

Very truly yours,

W. H. LYNCH
District Engineer

REFERRED TO
Mr. Probst
Assistant State Highway Engineer

251

March 20, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the paving of Vancouver Avenue, Project No. MRS 251 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

The project extends a short distance into the City of Portland, but, since the work is principally outside of the city, it has been designated as a secondary project.

We are not requesting cooperation on the asphaltic pavement to be used in making connections to the existing paved roads at the ends of the project.

With reference to the panel of extra width pavement at the north end of the bridge, we have considered this to be an approach to the bridge and have not classified it a separate additional roadway width.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. ERS 250-A (1935)

UNION AVE.-COLUMBIA BLVD. SECTION

OF VANCOUVER AVENUE IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications for paving. Not as basis for modified agreement.)

Salem, Oregon, March 20, 1936

40' Roadway (Sta. 0+28 to 5+18.7) (Estimated Prices)

50	cu. yds.	Trench Excavation	$ 1.00	$ 50.00
1,000	cu. yds.	Excavation, Single Classif.	0.40	400.00
400	cu. yds.	Gravel Borrow	1.00	400.00
460	sq. yds.	Removal of Old Pavement	0.50	230.00
350	lin. ft.	Removal of Curbs	0.10	35.00
90	lin. ft.	8" Drain Pipe	0.50	45.00
2	only	Catch Basins	30.00	60.00
200	lin. ft.	Cable Guard Fence	1.00	200.00
600	cu. yds.	Rock Subbase	1.00	600.00
210	cu. yds.	1½" Rock in Base & Shoulders	1.50	315.00
50	cu. yds.	¼" Screenings	1.50	75.00
15	cu. yds.	¼" Rock in Footpaths	2.00	30.00
80	cu. yds.	Sand Cushion	1.00	80.00
30	cu. yds.	Filler	0.50	15.00
30	yd. mi.	Hauling Filler	0.20	6.00
2,300	sq. yds.	Portland Cement Concrete Pavement	1.80	4,140.00
300	lin. ft.	Expansion Joints	0.20	60.00
1,200	lin. ft.	Contraction Joints	0.05	60.00
1,200	only	Dowels	0.20	240.00
6,700	lbs.	Tie Bars and Reinforcement	0.06	402.00
			Subtotal	$ 7,443.00
			10% Engr. & Cont.	744.30
			Total	$ 8,187.30
		Length	.093 mile	
		Cost per mile	$88,035.44	

20' Roadway (Sta. 8+95.7 to 24+75.7) (Estimated Prices)

3,300	cu. yds.	Excavation, Single Classif.	$ 0.40	$ 1,320.00
100	cu. yds.	Gravel Borrow	1.00	100.00

1,600	lin. ft.	Cable Guard Fence	$ 1.00	$ 1,600.00
900	cu. yds.	Rock Subbase	1.00	900.00
210	cu. yds.	1½" Rock in Base & Shoulders	1.50	315.00
70	cu. yds.	¾" Screenings	1.50	105.00
25	cu. yds.	¾" Rock in Footpaths	2.00	50.00
120	cu. yds.	Sand Cushion	1.00	120.00
50	cu. yds.	Filler	0.50	25.00
50	yds. mi.	Hauling Filler	0.20	10.00
3,700	sq. yds.	Portland Cement Concrete Pavement	1.80	6,660.00
400	lin. ft.	Expansion Joints	0.20	80.00
1,800	lin. ft.	Contraction Joints	0.05	90.00
1,800	only	Dowels	0.20	360.00
7,000	lbs.	Tie Bars and Reinforcement	0.06	420.00
			Subtotal	$ 12,155.00
			10% Engr. & Cont.	1,215.50
			Total	$ 13,370.50

Length 0.299 mile
Cost per mile $44,717.39

Columbia Slough Bridge (Contract Bridge)

230	cu. yds.	Excavation	$ 9.00	$ 2,070.00
20	cu. yds.	Excavation below Plans	9.00	180.00
2,600	lin. ft.	Foundation Piling	0.40	1,040.00
6,000	lin. ft.	Treated Piling	0.80	4,800.00
270	cu. yds.	Class "A" Concrete	19.00	5,130.00
460	cu. yds.	Class "P" Concrete	16.00	7,360.00
11,800	lbs.	Metal Reinforcement	0.045	5,310.00
152,000	lbs.	Structural Steel	0.05	7,600.00
125	M-FBM	Treated Lumber	90.00	11,250.00
764	lin. ft.	Composite Handrail	2.85	2,177.40
			Subtotal	$ 46,917.40
			10% Engr. & Cont.	4,691.74
			Total	$ 51,609.14

Length 9.771 mile

NHS Funds Requested:

40' Roadway	$ 8,187.30
20' Roadway	13,370.50
Columbia Slough Bridge	51,609.14
	$73,166.94

January 29, 1936

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the West Unit, Malloy Ranch-Idaho State Line, Project No. NRS 251 (1935).

The estimated total cost of the project is $30,563.35 and the project agreement provides $15,563.35 to be paid from 1935 NRS Funds and $15,000.00 from State Funds. Subsequent to the execution of the project agreement there has become available additional 1935 NRS Funds, and it is, accordingly, our request that the project agreement for Project No. NRS 251 (1935) be modified to eliminate the set up of State Funds.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

251

#1730

October 21, 1935

United Pacific Casualty Insurance Company,
M. L. Ritchey, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1730 for the construction of a bridge over Sucker Creek near Rockville on the I-O-M Highway in Malheur County has been completed by the contractor, A. G. Plamy Company, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 31, 1935.

The State is not advised of any unsold claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $7,884.14 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

251 A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 4, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRS 251-A (1935), West Unit of Malloy Ranch-Idaho Line Sec., I.O.N. Hwy., was made by a representative of this office on September 29, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Jon

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon USPW Hwy.Proj.No. NRS 251 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

July 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Highway Engineer

Encls.

Hyp. 25779

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. HRS 251 (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 29th day

of December, 1934, a project statement, which was approved by the

Secretary on the 16th day of January, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ~~of~~ said project which were recommended for approval by the United States District Engineer on the

13th day of March, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifteen thousand and no/100

dollars ($ 15,000.00) as the share of the United States payable under said act on account of ~~Sections~~ ~~of~~ said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ..... from funds apportioned under act approved June 18, 1934, (Include date and citation of act of legislature by which authorized) (Public No. 393, 73rd Cong.), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, Chap. 31, Laws of 1920, and Chap. 248, Laws of 1931.

(*b*) From other sources .....

.....

.....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between .. survey station 0+00, a point in the SE 1/4 of Sec. 11, T. 27 S., R. 46 E., W.M., and survey station 59+20, which is the south end of FLH 5-A, a point in the SW 1/4 of Sec. 1, T 27 S, R 46 E, W.M,

.....

.....

....., length 1.121 miles, in Malheur County, being ~~Section~~ ~~mile~~ Oregon U.S.Pub.Wks.Hwy. project No. NRS 251(1935), consisting of 1.096 miles of roadway and 1 bridges, each of more than 20 feet clear span, 0.025 of a mile in length, known locally as the Malloy Ranch-Idaho State line section of the I.O.M. Highway.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of~~ ..... of said project shall not in any event exceed the sum of fifteen thousand and no/100 dollars ($15,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty thousand, five hundred sixty three and 35/100 dollars ($30,563.35), the approved total estimated cost ~~of~~ ..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927, and Chap. 248, Laws of 1951.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22nd day of June, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By Chas Washburne

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By C M Gibson

Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. IRS 251 (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 30,563.35 as the total estimated cost of said project, and the sum of $ 15,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 22nd day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 9—4830

April 15, 1935

A. G. Plant Co.
Box 282
Ontario, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1730 awarded to you on March 28, 1935, for the construction of a bridge over Sucker Creek near Rockville on the I-O-N Highway in Malheur County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

April 5, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the West Unit, Malloy Ranch-Idaho State Line Section, Project No. NRS 251 (1935).

We are sending, under separate cover, five blueprint copies of sheet No. 2 of the plans, which sheet has been revised to show the quantities based on a 24' roadway for this project and, likewise, for Project No. FLH 5-A.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 251 (1935)

WEST UNIT, HALLOY RANCH-IDAHO STATE LINE

SECTION OF THE I-O-N HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon April 3, 1935

Roadwork (Sta. 0+00 to 59+20)

All Required		Clearing and Grubbing		$ 140.87
60	cu. yds.	Trench Excavation	$ 1.50	90.00
17,500	cu. yds.	Common Excavation	0.28	4,900.00
13,500	cu. yds.	Solid Rock Excavation	0.72	9,720.00
22,000	yd. stn.	Overhaul	0.01	220.00
8,400	yd. mi.	Truck Haul	0.20	1,680.00
1.12	miles	Finishing Roadbed and Slopes	400.00	448.00
2,600	lin. ft.	Rounding Cutbanks	0.08	208.00
100	lin. ft.	Special Fill Construction at Culverts	1.00	100.00
280	lin. ft.	18" Concrete Pipe	2.50	700.00
80	lin. ft.	36" Corrugated Iron Pipe	6.00	480.00
1,300	cu. yds.	Selected Roadbed Topping	0.30	390.00
1,600	yd. mi.	Hauling Roadbed Topping	0.20	320.00
		Sub-total		$ 19,396.87
		10% Engr. & Cont.		1,939.68
		Total		$ 21,336.55

Bucker Creek Bridge

230	cu. yds.	Excavation	$ 2.00	$ 460.00
20	cu. yds.	Excavation below plans	4.00	80.00
12	cu. yds.	Class "B" Concrete	24.00	288.00
75	cu. yds.	Class "D" Concrete	25.00	1,875.00
17,000	lbs.	Metal Reinforcement	0.064	1,088.00
40	M-FBM	Lumber and Timber	96.50	3,860.00
268	lin. ft.	Composite Handrail	2.75	737.00
		Sub-total		$ 8,388.00
		10% Engr. & Cont.		838.80
		Total		$ 9,226.80

Length of Roadwork	1.096 miles
" " Bridge	.025 mile
Total Length	1.121 miles
Cost per mile, Roadwork	$ 19,467.65

SUMMARY OF FUNDS RECEIVED

Item	Total Cost	FERA Funds	State Funds
Roadwork	$ 21,336.53	$ 10,471.63	$ 10,864.90
Bridge	9,226.80	4,528.37	4,698.43
	$ 30,563.33	$ 15,000.00	$ 15,563.33

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 248, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 248, Laws 1931

FORM S-S-1 50223 500 2-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

April 20, 1935.

IN REPLY PLEASE REFER TO FILE NO.

127 PF

Mr. H. C. Broadwell,
Resident Engineer,
Oregon State Highway Commission,
Newberg, Oregon.

Dear Sir:

Some of the property owners along the section of highway to be constructed on the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Secondary Highway have requested that right of way stakes be set across their properties so that they can put in their fences.

At your early convenience, please put in a sufficient number of stakes throughout this section, so that the property owners will know where the new right of way line is.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock
H. G. Smith

March 29, 1955

251

A. G. Plant Co.
Box 282
Ontario, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 28 for the construction of a bridge over Sucker Creek on the Malloy Ranch-Idaho State Line Section of the I.-O.-S. Highway in Malheur County, and has awarded to you the contract for such work at your bid price of $8,588.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

HHG:AJ

cc Bridge Dept.

March 28, 1935

251

Morrison-Knudsen Co., Inc.
P. O. Box 1518
Boise, Idaho

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on March 28 for the construction of the Malloy Ranch-Idaho State Line Section of the I.-O.-M. Highway in Malheur County, and has awarded to you the contract for such work at your bid price of $26,484.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract Forms will be sent you shortly for execution.

Very truly yours,

Secretary

HBG:AJ

cc Mr. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 251 (1935), Malloy Ranch-Idaho State Line section of the I.O.N. Highway, to Morrison-Knudsen Co., Boise, Idaho, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 251 (1935), bridge over Sucker Creek on the I.O.N. Highway, to A. G. Plant Co., Ontario, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon U.S. Public Works highway project NRS 251-A (1935), the West Unit of the Malloy Ranch-Idaho Line section of the I.O.N. Highway, have today been recommended for approval. This is your authority for advertising.

Please forward copies of letter from the U.S.Reemployment Service approving this project for a 40 hour week.

Please submit also revised copies of Sheet No. 28 of the special provisions, as per conversation between Mr. Probert and Mr. Davis, relative to the 40 hour week.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

March 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the West Unit, Malloys Ranch-Idaho State Line Section, Project No. NRS 251 (1935).

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. WRS 251 (1935)

WEST WEST, MALLOT RANCH-IDAHO STATE LINE SECTION

OF THE L. G. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 13, 1935

Roadwork (Sta. 0+00 to 59+20)

All Required		Clearing and Grubbing		$ 250.00
60	cu. yds.	Trench Excavation	$ 1.00	60.00
16,800	cu. yds.	Common Excavation	0.25	4,200.00
12,600	cu. yds.	Solid Rock Excavation	0.75	9,450.00
21,000	yd. sta.	Overhaul	0.02	420.00
8,100	yd. mi.	Truck Haul	0.15	1,215.00
1.12	mile	Finishing Roadbed and Slopes	200.00	224.00
2,600	lin. ft.	Rounding Cut-banks	0.10	260.00
100	lin. ft.	Special Fill Construction at Culverts	2.50	250.00
260	lin. ft.	18" Concrete Pipe	2.50	650.00
70	lin. ft.	36" Corrugated Iron Pipe	5.50	385.00
1,300	cu. yds.	Selected Roadbed Topping	0.30	390.00
1,600	yd. mi.	Hauling Roadbed Topping	0.15	240.00
			Sub-total	$ 17,994.00
			10% Engr. & Cont.	1,799.40
			Total	$ 19,793.40

Sucker Creek Bridge

230	cu. yds.	Excavation	2.50	$ 575.00
20	cu. yds.	Excavation below plans	5.00	100.00
12	cu. yds.	Class "B" Concrete	22.00	264.00
75	cu. yds.	Class "D" Concrete	25.00	1,875.00
17,000	lbs.	Metal Reinforcement	.055	935.00
40	M-FBM	Treated Lumber	110.00	4,400.00
268	lin. ft.	Composite Handrail	4.00	1,072.00
			Sub-total	$ 9,221.00
			10% Engr. & Cont.	922.10
			Total	$ 10,143.10

Length of Roadwork	1.096 miles
" " Bridge	.025 mile
Total Length	1.121 miles
Cost per mile, Roadwork	$18,059.67

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	FAS Funds	State Funds
Roadway	$ 19,793.40	$ 9,917.69	$ 9,875.71
Bridge	10,143.10	5,082.31	5,060.79
	$ 29,936.50	$ 15,000.00	$14,936.50

Oregon State Highway Department

U. S. Public Works Project
No. NRS 251 (1935)

West
~~EAST~~ UNIT, MALLOY RANCH-IDAHO STATE LINE SECTION

OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March ~~8~~ 13, 1935

Roadwork (Sta. 0+00 to 59+20)

All Required		Clearing and Grubbing		$ 250.00
60	cu. yds.	Trench Excavation	$ 1.00	60.00
16,800	cu. yds.	Common Excavation	0.25	4,200.00
12,600	cu. yds.	Solid Rock Excavation	0.75	9,450.00
21,000	yd. sta.	Overhaul	0.02	420.00
8,100	yd. mi.	Truck Haul	0.15	1,215.00
1.12	mile	Finishing Roadbed and Slopes	200.00	224.00
2,600	lin. ft.	Rounding Cut-banks	0.10	260.00
100	lin. ft.	Special Fill Construction at Culverts	2.50	250.00
260	lin. ft.	18" Concrete Pipe	2.50	650.00
70	lin. ft.	36" Corrugated Iron Pipe	5.50	385.00
1,300	cu. yds.	Selected Roadbed Topping	0.30	390.00
1,600	yd. mi.	Hauling Roadbed Topping	0.15	240.00
		Sub-total		$ 17,994.00
		10% Engr. & Cont.		1,799.40
		Total		$ 19,793.40

Sucker Creek Bridge

~~240~~ ~~180~~	cu. yds.	Excavation	250 ~~3.00~~	$ ~~540.00~~ 575.00
20 ~~15~~	cu. yds.	Excavation below plans	5.00 ~~5.00~~	~~75.00~~ 100.00
12 ~~8~~	cu. yds.	Class "B" Concrete	23.00 ~~23.00~~	~~184.00~~ 264.00
75 ~~56~~	cu. yds.	Class "D" Concrete	25.00 ~~25.00~~	1,400.00 1875.00
17000 ~~13,000~~	lbs.	Metal Reinforcement	.055 ~~0.055~~	~~715.00~~ 935.00
40 ~~33~~	M-FBM	Treated Lumber	110.00 ~~110.00~~	3,630.00 4400.00
268 ~~204~~	lin. ft.	Composite Handrail	4.00 ~~4.00~~	~~816.00~~ 1072.00
		Sub-total		$ 7,360.00 9221.00
		10% Engr. & Cont.		~~736.00~~ 922.10
		Total		$ ~~8,096.00~~ 10,143.10

Length of Roadwork ~~1.102~~ miles 1.096
" " Bridge ~~.019~~ " .025
Total Length 1.121 "

Cost per mile, Roadwork $ ~~17,961.34~~ 18,059.67

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRS Funds	State Funds	
Roadway	$ 19,793.40	$ ~~10,645.66~~ 9917.69	$ ~~9,147.74~~ 9875.71	
Bridge	~~8,096.00~~ 10,143.10	~~4,354.31~~ 5082.31	~~3,741.66~~ 5060.79	
	$ ~~27,889.40~~ 29,936.50	$ 15,000.00	$ ~~12,889.40~~ 14936.50	

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

January 18, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Acting Chief of Bureau on January 16, 1935, approved the project statement for Oregon U.S. Public Works Highway Project No. NRS 251 (1935), involving the improvement of 1.1 miles of the Malloy Ranch-Idaho State Line Section of the I-O-N Highway in Malheur County.

Very truly yours,

W. H. LYNCH
District Engineer

December 31, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Malloy Ranch-Idaho State Line Section of the I-O-N Highway to which has been assigned No. NRS 251 (1)35).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. ... Nash/GS

Encl.

STATE Oregon

PROJECT NO. ~~NRA~~ 251 (1935)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

~~NATIONAL RECOVERY HIGHWAY ACT~~

~~Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.~~

Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) December 29, 1934

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355)~~ June 16, 1933, entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public works," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Malloy Ranch–Idaho State Line, L-3 Highway
2. Between ~~control points of official description~~ a point in SE¼ Sec. 1, T. 27 S., R. 46 E., and a point in SE¼ Sec. 11, T. 27 S., R. 46 E. and
3. Between intermediate control points if used: ..... and .....

County of Malheur

4. Length in miles (gross) 1.1 (net) 1.1
5. Preliminary estimate of cost: Total, $ 29,000; section of road to be first improved, $ 29,000, of which $ 10,000 is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: .....
(Amount.)
Current income sufficient to insure completion: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 248, laws 1930.
(Amount.) (Source; refer to statute.)
(*b*) County .....
(Amount.) (Source; refer to statute.)

8—5073

PROJECT NO. ...
STATE ...

7. Funds for maintenance to be provided by State, from the following
(State or (and)county.)
sources: Current Income Chapter 41, Laws 1927; Chapter 248, Laws 1929
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement: ...

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks: ...

Assurance is given that the foregoing information concerning the project herein described, as shown by the State Highway Department to be correct, and that all of the provisions of the State laws affecting this work and authority of the State Highway Department to cooperate with the Federal Government on the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)
By ...
As Chairman
(Title of officer.)
By ...
As Commissioner
(Title of officer.)
By ...
As Commissioner
(Title of officer.)

T.24S.
T.25S.

CONTRACT*1731,

SEE:

CONTRACT# 1708,

CONTRACT#1732

NRH 203-C Ash St.-Jefferson St., 4th Ave.(Portland) 1935

1732

203-C

#1732

January 25, 1936

Glens Falls Indemnity Company,
Rodgers Hart Banks Co., Agents,
Pittock Block,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1732 for the construction of the Ash Street-Jefferson Street Unit, Fourth Avenue, Portland, has been completed by the contractors, Parker-Schram Company, and that final settlement willbe made by the State with said contractors for work done under said contract on or after February 4th, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $52,749.05 including the final payment. Of this amount $582.31 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

CROSS REFERENCE SHEET

Name or Subject Jefferson Street-Ash Street Section **File No.**

Regarding Failure to accept final estimate
Eason to Smith

Date January 8, 1936

SEE 168 D E 1624

Name or Subject **File No.**

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE"

Library Bureau

Cat. No. 30-5902

For use in Library Bureau Filing Systems

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

cc H. H. Baldock ✓
H. G. Smith
A. B. Dean

Form 339—5M—8-34

ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 5,1935, *193*.....

Section Ash to Jefferson St

Highway 4th Ave. Portland

Contractor Parker Schram Co

Date of contract April 4,1935, *193*.....

Date work started June 25,1935, *193*.....

Amount of contract . . . . . $ 46,985

Estimated cost of completed project, exclusive of engineering . . . . . $ 52,700

Per cent of contract completed, based on total contract price . . . . . %

Engineering costs to date, $ 1520.49, 54.2 %

Kind of work Paving

Section prefix 26-1112 NFM 203-C

Contract number 1732

Date of completion August 15,1935, *193*.....

Estimated date of completion, *193*.....

Per cent of time elapsed %

Date project was completed August 11,1935, *193*.....

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final was sent in and this will be the last report on the project.

Mr. Libby was in Wednesday and went over all projects in the office.

Signed [signature] Res. Engineer

Address 425 N.E. 81st Ave. Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

cc R. H. Baldock ✓
H. G. Smith
A. B. Dean

	GRADING Belgian Blocks	SURFACING Wood Blocks	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.59	0.59			
Miles partially completed					
Miles completed					
Total estimated quantities	6200	12,700		3300 T	1050
Estimated quantities moved or placed to date	5290.45	12,463.28		4154.5	938.68
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Cloudy		
Saturday	"		

FLE:FB

cc H. H. Baldock ✓
H. G. Smith
A. B. Dean

FORM 6-B-1 25400 500 6-28

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

October 4, 1935

IN REPLY PLEASE REFER TO FILE NO.

Parker-Scoram Company
Couch Building,
Portland, Oregon

Gentlemen:

We are in receipt of your force account bill covering the application of crushed rock screenings on the cut-back wearing surface on the Jefferson Street-Ash Street section in Portland.

This amount for the thirty-one tons applied gives a cost of $13.70 a ton. Your bid price for the cut back wearing surface is $6.25 a ton. The force account cost for the application of the screenings can not be considered other than exorbitant, and could not be recommended for approval to the Bureau of Public Roads. There is no exception taken to the labor or the equipment used and these items are accepted as correct.

The matter of the crushed rock screenings however as shown on your bill must be corrected. A price greater than the ruling commercial rate for this material could hardly be approved. I think that price should not exceed $3.00 a ton. If you will agree to this change on your force account bill I shall correct same and approve it for payment. Please advise.

Yours very truly,

[illegible]
Division Engineer

by

F. E. Bacon
Assistant Division Engineer

FEB:MB
cc H. H. Baldock
H. G. Smith
A. B. Dean

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

August 26, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. No. NRM 203-C (1935), Ash St.-Jefferson St. (S.W. 4th Ave., Portland), was made by a representative of this office on August 14, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYTLE
District Engineer

By L. J. Caufield
Highway Engineer

Hwy. 2578

Form P. R. 2

State Oregon

U.S.Public Works Highway Project No. NBM-203, Section C
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—8518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 6th day of June, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No.67,73rd Cong.) approved June 16,1933, and act approved June 18,1934 (Public No.393,73rd Cong.)

Whereas the Highway Department of said State submitted on the 26th day of August, 1933, a project statement, which was approved by the Secretary on the 19th day of September, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 13th day of March, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

fifty-one thousand, six hundred eighty-three and 50/100

dollars ($ 51,683.50) as the share of the United States payable under said act on account of Section C of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is 1% of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 16, 1934.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources .

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0-30 on SW Fourth Avenue at the south line of SW Jefferson Street and survey station 30+90 on SW Fourth Avenue at the south line of SW Ash Street, all in the city of Portland

, length 0.590 of a mile, in Multnomah County, being Section C of Oregon U.S.Public Works Hwy. (1935) project No. SRA-203 /, consisting of 0.590 of a mile of roadway and no bridges, each of more than 20 feet clear span, of a mile in length known locally as the Ash Street-Jefferson Street section of Fourth Avenue in Portland, West Side Pacific Highway.

8-618

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6 of said project shall not in any event exceed the sum of fifty-one thousand, six hundred eighty-three and 50/100 dollars ($ 51,683.50), certified to the Secretary of the Treasury as above mentioned, which [redacted] the approved total estimated cost of Section 6 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner hereinafter set forth, to wit: Maintenance of the project will be made
(Include reference to statute authorizing funds and probable amount annually available)
by the City of Portland, pursuant to its agreement of April 17, 1935, with the State Highway Department.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22nd day of June, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By E B Lording
Member, State Highway Commission
(Title of officer)

By C. L. Sadburn
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon U.S.Public Works Highway for the construction of a highway designated in the records of this Department as Project No. ERM-203-C (1935) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 51,683.50 as the total estimated cost of said project, and the sum of $51,683.50 as the share of the United States, payable under said acts on account of such project, which [redacted] said total estimated cost.

Done at the city of Washington, this 22nd day of June one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By [redacted]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1944 8—1830

June 7, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two copies of project agreement for the Ash St.-Jefferson St. Section, Portland, Project No. NRM 203-C (1935).

We are, likewise, enclosing three copies of maintenance agreement, which copies have been executed by the City of Portland and the State Highway Commission.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Public Works project NRH 203-C (1935), Klamath Falls-Midland section of the Klamath Falls-Weed Highway, to Harold Blake, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

May 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Klamath Falls-Midland Section, Project No. NRH 203-C (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

Oregon State Highway Department

U. S. Public Works Highway
Project No. NRH 205-C (1935)

KLAMATH FALLS-MIDLAND SECTION OF THE

KLAMATH FALLS-NEED HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, May 14, 1935

Graded Roadway (Sta. 8+00 to 269+00)

All Required		Clearing and Grubbing		$ 900.00
1,080	cu. yds.	Trench Excavation	$ 1.00	1,080.00
12,000	cu. yds.	Common Excavation	0.26	3,120.00
24,000	cu. yds.	Solid Rock Excavation	0.67	16,080.00
261,000	cu. yds.	Excavation, Single Classif.	0.26	67,860.00
302,500	yd. sta.	Overhaul	0.02	6,050.00
15,500	yd. mi.	Truck Haul	0.15	2,325.00
4.61	mile	Finishing Roadbed and Slopes	200.00	922.00
7,000	lin. ft.	Rounding Cut-banks	0.10	700.00
200	cu. yds.	Riprap	1.50	300.00
37	cu. yds.	Class "A" Concrete	24.00	888.00
7	cu. yds.	Class "C" Concrete	22.00	154.00
3.2	M-FBM	Lumber and Timber	60.00	192.00
1,350	lin. ft.	18" Concrete Pipe	2.00	2,700.00
200	lin. ft.	24" Concrete Pipe	3.00	600.00
850	lin. ft.	18" Corr. Iron Siphon Pipe	2.50	2,125.00
350	lin. ft.	24" Corr. Iron Siphon Pipe	3.50	1,225.00
40	lin. ft.	36" Corr. Iron Siphon Pipe	6.50	260.00
		Sub-total		$ 107,481.00
		10% Engr. & Cont.		10,748.10
		Total		$ 118,229.10
		Length of Roadwork	4.665 miles	
		Cost per mile	$ 25,343.85	

Graded and Surfaced Roadway (Sta. 269+00 to 281+50)

All Required		Clearing and Grubbing		$ 100.00
20	cu. yds.	Trench Excavation	$ 1.00	20.00
7,000	cu. yds.	Excavation, Single Classif.	0.26	1,820.00
3,500	yd. sta.	Overhaul	0.02	70.00
.30	mile	Finishing Roadbed and Slopes	200.00	60.00
500	lin. ft.	Rounding Cut-banks	0.10	50.00
1,500	cu. yds.	Selected Roadbed Topping	0.50	750.00

6,500	yd. mi.	Hauling Roadbed Topping	$ 0.12	$ 780.00
200	cu. yds.	Salvaging Surfacing Materials	1.00	200.00
50	lin. ft.	18" Concrete Pipe	2.00	100.00
			Sub-total	$ 3,950.00
			10% Engr. & Cont.	395.00
			Total	$ 4,345.00

Length of Roadwork 0.237 mile
Cost per mile $ 18,333.33

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	BPR Funds	State Funds
Graded Roadway	$ 118,229.10	$ 89,568.30	$ 28,660.80
Graded & Surfaced Roadway	4,345.00	3,291.70	1,053.30
	$ 122,574.10	$ 92,860.00	$ 29,714.10

Federal

April 16, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Ash Street-Jefferson Street Section in Portland, Project No. NPM 203-C (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NHM 203-C (1935)

ASH ST.-JEFFERSON ST. SECTION IN PORTLAND

ON THE WEST SIDE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 13, 1935

6,200	sq. yds.	Removal of Belgian Block Pavement	$ 0.75	$ 4,650.00
12,000	lin. ft.	Removal of Railway Rails	0.10	1,200.00
2,500	only	Removal of Ties	0.90	2,250.00
12,700	sq. yds.	Removal of Wood Block Pavement	0.25	3,175.00
14	only	Adjusting Inlets	6.00	84.00
110	only	Adjusting Manholes	8.50	935.00
74	only	Adjusting Valve Boxes	4.00	296.00
1,050	cu. yds.	Portland Cement Concrete Pavement	10.00	10,500.00
3,300	Tons	Class "A" Asphaltic Pavement	5.90	19,470.00
900	Tons	Cutback Asphalt Wearing Surface	6.25	5,625.00
200	long Tons	Deduction for Steel Rails	6.00	Cr. 1,200.00
		Sub-total		$ 46,995.00
		10% Engr. & Cont.		4,688.50
		Total		$ 51,683.50

Length 0.590 mile

Cost per mile $ 87,599.15

NHM Funds Requested- $ 51,683.50

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 88, Laws 1931
State Funds for Maint: Chap. 41, Laws 1927; Chap. 88, Laws 1931

203C

April 9, 1935

Secretary

Parker-Schram Co.
Couch Building
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 1732 which was awarded to you by the State Highway Commission on April 4 for the paving of the Ash Street-Jefferson Street Unit of the Fourth Avenue Section of the Pacific Highway in Multnomah County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

PR-203-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

April 8, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are returning project statements and sketch maps for proposed Oregon F.A.P. 253, the Fourth Street extension into Portland. This was taken care of as an extension of F.A.P. 203.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Encls.

STATE Oregon

PROJECT NO. 253
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) March 8, 1935

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Portland-Clackamas Co. Line Section, Pacific Highway

2. Between control points of official description: Portland and Albany

3. Between intermediate control points if used: and

County of Multnomah

4. Length in miles (gross) 7.2 (net) 7.2

5. Preliminary estimate of cost: Total, $ Indeterminate; section of road to be first improved, $ 40,000, of which $ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.)
Current income sufficient to insure completion: Chapter 175, Laws 1917: Chapter 31, Laws 1920: Chapter 88, Laws 1931.
(Source; refer to statute.)

(b) County (Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State or City, from the following
(State or (and)county.)
sources: Current Income: Chapter 41, Laws 1927: Chapter 88, Laws 1931
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project:

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

Portland

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION,
(Official title of Highway Department)

By [signature]

As Chairman.
(Title of officer.)

By

As Commissioner.
(Title of officer.)

By [signature]

As Commissioner.
(Title of officer.)

STATE Oregon

PROJECT NO. 273
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) March 8, 1933

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Portland-Clackamas Co. Line Section, Pacific Highway

2. Between control points of official description: Portland and Albany

3. Between intermediate control points if used: ____ and ____

County of Multnomah

4. Length in miles (gross) 7.2 (net) 7.2

5. Preliminary estimate of cost: Total, $ Indeterminate; section of road to be first improved, $ 40,000, of which $ ____ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: ____
(Amount.)

Current income sufficient to insure completion: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 88, Laws 1931.
(Source; refer to statute.)

(*b*) County ____
(Amount.) (Source; refer to statute.)

8—5072

PROJECT NO. ... STATE ...

7. Funds for maintenance to be provided by State or City, from the following sources: Current Income; Chapter 41, Laws 1927; Chapter 88, Laws 1931

(State or (and) county.)

(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project:

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

Portland

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department.)

By [signature]

As Chairman.

(Title of officer.)

By

As Commissioner.

(Title of officer.)

By [signature]

As Commissioner.

(Title of officer.)

STATE Oregon

PROJECT NO. [illegible]
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) March 8, 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Portland-Clackamas Co. Line Section, Pacific Highway

2. Between control points of official description: Portland and Albany

3. Between intermediate control points if used: ____ and ____

County of Multnomah

4. Length in miles (gross) 7.2 (net) 7.2

5. Preliminary estimate of cost: Total, $ Indeterminate; section of road to be first improved, $ 40,000, of which $ ____ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: ____ (Amount.)
Current income sufficient to insure completion (Source; refer to statute.) Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 88, Laws 1931.
(*b*) County ____ (Amount.) (Source; refer to statute.)

8—5072

PROJECT
STATE

7. Funds for maintenance to be provided by State or City, from the following
(State or (and)county.)

sources: Current Income; Chapter 41, Laws 1927; Chapter 86, Laws 1931
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project:

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

Portland

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein [illegible] by the State Highway Department to be correct, and that all of the provisions of the Statutes [illegible] of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION,
(Official title of Highway Department)

By

As Chairman.
(Title of officer.)

By

As Commissioner.
(Title of officer.)

By

As Commissioner.
(Title of officer.)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREGON

April 4, 1935

Mr. R H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon U.S.Public Works highway project NRM 203-C (1935), Ash Street-Jefferson Street (Fourth Avenue, Portland) section of the West Side Pacific Highway, to Parker-Schram Co., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J.Caufield
Highway Engineer

L-3-C

March 23, 1935

Mr. L. G. Apperson
City Engineer
Portland, Oregon

Dear Sir:

Thank you for your communication of March 22, relating to the provisions for traffic during the repaving of Southwest Fourth Avenue between Jefferson and Ash Streets. We appreciate the friendly cooperation that you have always given us.

Very truly yours,

State Highway Engineer

RHB:HI

...R. BEAN
...Y COMMISSIONER

FRANKLIN L. DAVIS
CHIEF OF OPERATIONS

CITY OF PORTLAND
OREGON

L. G. APPERSON
CITY ENGINEER

DEPARTMENT OF PUBLIC WORKS

March 22, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: In re: Provisions for traffic during repaving SW 4th Ave. between SW Jefferson St. and NW Ash St.

Herewith acknowledging your letter of March 7, 1935 outlining method for taking care of traffic during repaving operations on S.W. 4th Avenue.

Shortly after receiving your letter, your resident engineer, Mr. Dean, called this office by telephone and at that time I outlined to him my suggestions for providing for traffic during the repaving operations on this street. Your engineer undoubtedly advised you relative to this as I find in reading over your informational copy of specifications for this street that the methods of procedure for taking care of traffic as outlined to your engineer appear to be incorporated in said specifications, which arrangements meet with my approval.

It does not appear to me that any further legal action is required relative to arrangements for taking care of traffic other than is contained in said specifications, as under Ordinance 32924, Section 5, "General Requirements for Contracts for Street Improvements", paragraph 29 . . . ."the consent of the City Engineer must be obtained where it is desired to tear up more than one block in advance of new paving or close more than one intersection."

You may be assured that I will be glad to cooperate with you in every way possible in order that the work of repaving this street may be done in accordance with the arrangements for taking care of traffic as outlined in said specifications.

Yours very truly,

L. G. Apperson
CITY ENGINEER

JFB CH

FORM S-A-1 10618 10M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

PORTLAND OREGON

Mar. 20th 1935

IN REPLY PLEASE REFER TO FILE NO.

26 VR

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Salem, Oregon.

Dear Sir,-

To-day I have made an examination of the condition of the filler between the ties and the Stone blocks on this project.

The ties are covered about one half inch with the same concrete that is between the ties. This concrete is not of a very good quality and crumbles without much effort. Between this and the blocks is what was apparently a sand cushion as there is no coarse aggregate in it but is set up probably due to the thin grout used between the blocks running through and into the sand. This layer is very crumbly and breaks up easily with a light pick. Between this sand and the layer over the ties is a definite layer of dirt and the two parts have practically no bond.

Also we exposed more o f the wood blocks and there is no evidence of a sand cushion there now. The blocks rest on the concrete base.

Very Truly Yours,

A. B. Dean,
Resident Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 20, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. for Oregon U.S.Public Works highway project NRM 203-C (1935).

These are generally satisfactory, but it has been called to our attention that although the special provisions provide for a 1" thickness of cutback asphalt wearing surface, this dimension is omitted on the typical section sheet. Will you please submit revised typical section sheets showing this thickness.

As this project is within the Portland city limits, we have assumed that maintenance is to be by the city. If so, we should be furnished with the customary three copies of maintenance agreement between the state and the city.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREGON

March 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon U. S. Public Works Highway Project No. NRM 203-C (1935), the Ash St.-Jefferson St. section of Fourth Avenue, Portland, West Side Pacific Highway, have today been recommended for approval. This is your authority for advertising.

Copies of town resolution covering encroachments should be obtained as soon as possible.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Federal

March 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Ash St.-Jefferson St. Section in Portland, Project No. NRM 203-C (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

The revised project statement map for Project No. 203 is not completed and we are unable to send copies of it today. They will be sent to you tomorrow.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NHM 203-C (1935)

ASH ST.-JEFFERSON ST. SECTION IN PORTLAND

ON THE WEST SIDE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, March 11, 1935

6,200	sq. yds.	Removal of Belgian Block Pavement	$ 0.75	$ 4,650.00
12,000	lin. ft.	Removal of Railway Rails	0.06	720.00
2,500	only	Removal of Ties	0.30	750.00
12,700	sq. yds.	Removal of Wood Block Pavement	0.35	4,445.00
14	only	Adjusting Inlets	2.00	28.00
110	only	Adjusting Manholes	3.00	330.00
74	only	Adjusting Valve Boxes	1.00	74.00
1,050	cu. yds.	Portland Cement Concrete Pavement	10.00	10,500.00
3,300	tons	Class "A" Asphaltic Pavement	5.50	18,150.00
900	tons	Cutback Asphalt Wearing Surface	5.50	4,950.00
200	long tons	Deduction for Steel Rails	5.00	Cr. 1,000.00
		Sub-total		$ 43,597.00
		10% Engr. & Cont.		4,359.70
		Total		$ 47,956.70

Length 0.590 mile

Cost per mile $ 81,282.54

NHM Funds Requested- $ 47,956.70

File PR 203

March 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Portland-Clackamas County Line Section of the Pacific Highway to which has been assigned No. 253.

The first section to be improved is on Fourth Avenue between Ash Street and Jefferson Street in the City of Portland.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

This project cancelled and included as an extension of PR 203

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. [illegible]
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) March 8, 1935

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Portland-Clackamas Co. Line Section, Pacific Highway

2. Between control points of official description: Portland and Albany

3. Between intermediate control points if used: and

County of Multnomah

4. Length in miles (gross) 7.2 (net) 7.2

5. Preliminary estimate of cost: Total, $ Indeterminate; section of road to be first improved, $ 40,000, of which $ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Current income sufficient to insure completion: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 88, Laws 1931. (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—5072

PROJECT NO. ...
STATE ...

7. Funds for maintenance to be provided by..... State or City ....., from the following
(State or (and)county.)

sources: Current Income: Chapter 41, Laws 1927; Chapter 81, Laws 1931
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: .....

.....

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement: .....

.....

.....

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: .....

Portland

.....

11. Additional remarks: .....

.....

.....

.....

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State law affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION,
(Official title of Highway Department.)

By .....

As Chairman.
(Title of officer.)

By .....

As Commissioner.
(Title of officer.)

By .....

As Commissioner.
(Title of officer.)

STATE Oregon

PROJECT NO. 22-F
(Not to be filled in)

Form PR, 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) _____

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Portland - Albany Co Line Sec. Pacific Hwy

2. Between control points of official description: Portland and Albany

3. Between intermediate control points if used: _____ and _____

County of Multnomah

4. Length in miles (gross) 2 (net) 2

5. Preliminary estimate of cost: Total, $ Indeterminate; section of road to be first improved, $ 40,000, of which $ — is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: _____
(Amount.)
Current Income supplemented to insure completion: Chap 175, Laws 1917 Chap 81, Laws 1920; Chap 85 Laws 1931
(Source; refer to statute.)

(b) County _____
(Amount.) (Source; refer to statute.)

8—8078

7. Funds for maintenance to be provided by State or City from the following sources: (State or (and) county.) Gas & Income Chap 41 Laws 1927; Chap 88 Laws 1931

(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project:

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: Portland

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By
Chairman
(Title of officer.)

By
Commissioner
(Title of officer.)

By
Commissioner
(Title of officer.)

CONTRACT #1733,

8-1201 Rock Production, Curry County
1934

1733

FORM 9-A-1 SM 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 23, 1936

IN REPLY PLEASE
REFER TO FILE NO.

First National Bank of Portland
Portland, Oregon

Attention: R. W. Langfield
Property Manager

Gentlemen:

Replying to your letter of April 8, in which you request a statement accompanied by our check for gravel taken from the Macleay estate property at Wedderburn, Oregon, which under the lease was to be paid for at the rate of 3¢ per yard, I would say that our warrant for $254.82, mailed to your bank on August 29, 1935, covered payment of 8,494 cubic yards of gravel taken from this property between May 6 and 27, 1935; and, according to a letter from our division engineer dated April 21, covered all material taken from the property by this commission.

I trust that this information will satisfactorily answer your inquiry.

Yours respectfully,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Auditor

CFS:IS
cc H. B. Glaisyer, Office

Records show this
to have been paid.

Voucher # 64945 1935

Warrant # 9972

(mailed 8-22-35

NO.1553

NATIONAL BANK

PORTLAND

LAND, OREGON

APR 9 1936

11 8, 1936

Salem, Oregon

Gentlemen:

We would appreciate a statement, accompanied by your check, for all gravel taken from the Macleay Estate property at Wedderburn, Oregon. Under your lease, you are to pay us 03¢ per yard for all gravel removed.

Very truly yours

R. L. LENGFIELD
Property Manager

RLL mn

NO.1533

THE FIRST NATIONAL BANK

OF PORTLAND

PORTLAND, OREGON

RECEIVED
APR 9 1936
STATE

April 8, 1936

Trust 1896

State of Oregon
Highway Department
Salem, Oregon

Gentlemen:

We would appreciate a statement, accompanied by your check, for all gravel taken from the Macleay Estate property at Wedderburn, Oregon. Under your lease, you are to pay us 03¢ per yard for all gravel removed.

Very truly yours

R. L. LENGFELD
Property Manager

RLL mn

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
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F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

RECEIVED
APR 22 1936

April 21, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

We have your letter of April 20th, asking that we submit a detailed statement of the amount of gravel taken from the First National Bank of Portland property in Curry County.

We would like to advise that we submitted with the final estimate for the Curry County rock production project, contract 1733, a statement of the material secured from the bar leased from the Bank. A copy of this bill is attached hereto, which you will note was submitted the last of July, 1935. This statement covers all the material secured from this bar under the above mentioned contract.

We have not obtained any gravel from this property since that time.

RECEIVED
APR 22 1936

Very truly yours,

E. A. COLLIER
Division Engineer

By C. D. Cannon
C. D. Cannon
Office Engineer

cc. R. H. Baldock

CDC:AF

20851—10M—11-35

July 27, 1935, 193__

OREGON STATE HIGHWAY COMMISSION

To First Natl. Bank of Portland, Trustee Dr.

Portland, Ore.

Invoice No.

Requisition No.

May 6 to May 27, 1935 - 8494.0 Cu. Yds. of gravel (truck measure) at $0.03 - - $254.82

For gravel obtained under lease dated March 26, 1935 from property situated in the NW¼ of the SE¼ of Section 17, T. 36 S., R. 14 W.W.M. Curry County, Oregon.

Charge 8 DS-543--$254.82

O.K. E. E. Johnston
Resident Engr.

Copy

Jon # 4115

Will you please prepare a detail statement of the amounts of gravel taken from this source and send it to this office so that we may make a settlement with these people.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

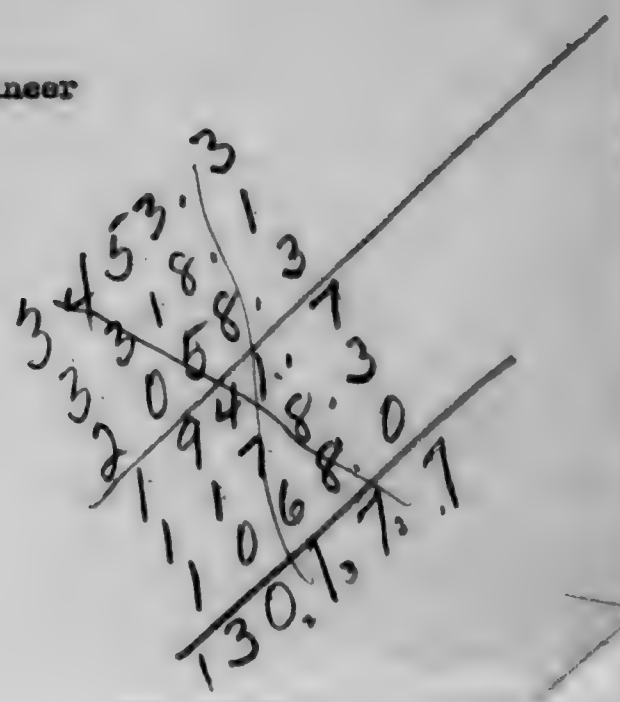
H. G. Smith
Construction Engineer

Dictated by
H. H. Hackett
H

cc tos R. H. Baldock

3453.3
3318.1
1318.1
8089.5 ✓

2058.3
1941.7
1448.8
1178.3
1070.9
7698.0



April 20th, 1938

Mr. E. A. Collier
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

We are in receipt of the following letter from Mr. R. W. Longfield, Property Manager, First National Bank of Portland:—

"We would appreciate a statement, accompanied by your check, for all gravel taken from the Macleay Estate property at Wedderburn, Oregon. Under your lease, you are to pay us .05 per yard for all gravel removed."

Will you please prepare a detail statement of the amounts of gravel taken from this source and send it to this office so that we may make a settlement with these people.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. C. Smith
Construction Engineer

Dictated by
H. N. Hackett
R

cc to: R. H. Baldock

3453.3
3318.1
1318.1
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✓

2058.3
1941.7
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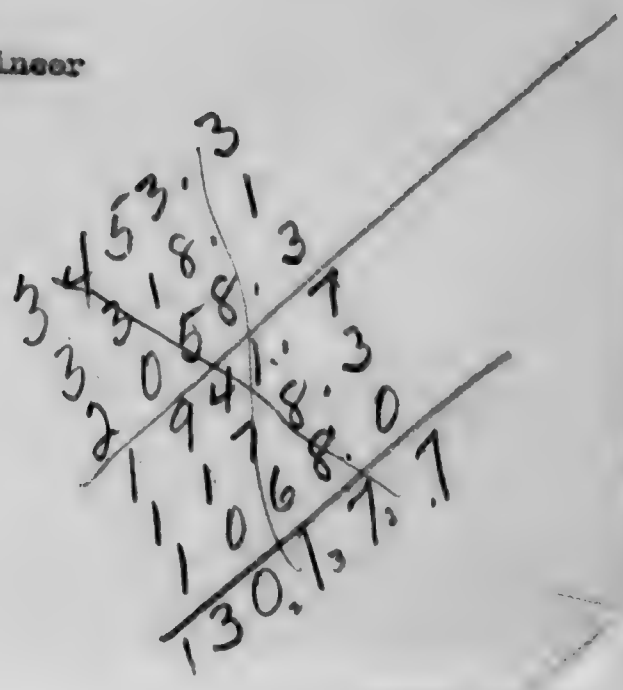
1178.3
1070.9
7698.0



E. A. Collins.

We are in receipt of the following letter from Mr R. M. Campbell, Cashr. Manager, First National Bank of Eldorado. "You will please report on statement, accompanied by your check, for all grand taxes from the Dunlap Estate property or Indebtedness now standing against same, you are to pay no C.S. fee and for all grand remarks."

"Also you please report on statement of the amounts of grand taxes for the same at that is

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 10, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. N. Bishop

O f f i c e

Dear Sir:

Please investigate the lease and advise the amount of gravel it will take and prepare a letter for my signature.

Very truly yours,

R H Baldock

State Highway Engineer

RHB:HI

RECEIVED
APR 11 1936
OFFICE

AUGUST 20, 1935

United States Fidelity & Guaranty Company,
Mr. C. E. Eckles, Agent,
Bedel Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1735 for furnishing crushed gravel for the construction of Curry County Section of the Oregon Coast Highway has been completed by the contractor, A. E. Wallace, Roseburg, and that final settlement will be made by the State with said contractor under said contract on or about August 27, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of this contract and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $20,741.87 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

BY

SECRETARY

HHG:M

Form 838—6M—2-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 6, 1935

Section Curry County

Highway Oregon Coast

Contractor A.S. Wallace

Date of contract April 11, 1935

Date work started April 15, 1935

Amount of contract $ 15254.00

Estimated cost of completed project, exclusive of engineering

Per cent of contract completed, based on total contract price

Engineering cost to date, $ 759.08, 5 %

Kind of work Furnishing Crushed Gravel in Stock Piles.

Section prefix 8DS.

Contract number 1733

Date of completion Sept 15, 1935

Date of completion July 5, 1935

Per cent of time elapsed 88/157 56 %

$ 19256.00

100 %

Date project was completed July 5, 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Plant was broken down Monday, and part of Wednesday. Crew worked until Total required yardage produced July 4th. July 5th all stock piles completed and Contractor began dismantling plant. Small stock piles made at M.P. 380½, M.P. 381½, 383.1, 384.8 385.5. Engineering crew measured stock piles Saturday. Three sites remains to be measured. Will have Semi final estimate completed by July 15.

RECEIVED
JUL 8 - 1935

Signed E E Johnston.

Address Coquille, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			22.53		
Miles partially completed			—		
Miles completed			22.53		
Total estimated quantities			15300		
Estimated quantities moved or placed to date			15300		
Average daily quantities			300		
Average daily quantities necessary to complete project on time			—		
Number shifts per day			3		
Hours per shift			5		
Average force on project for week			25		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM						
	Curry Co. COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	16				4	9	25
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull Dozers ....., Sheet-foot rollers ..... Trucks 7 ....., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	Fair.		

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

June 29, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN : H. G. SMITH

Dear Sir:

Inclosed herewith you will find 5 copies of a Price Agreement with A. S. Wallace under contract 1753 for production of rock in Curry County.

You will also find request in duplicate by A. S. Wallace to sub-contract hauling to W. P. Denzer and Ray Norval and R.S. Yoder and F. E. Goodman. You will find approved copies of the sub-contract in duplicate.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AFF

FORM S-A-1 10184 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

4-1-201

OREGON STATE HIGHWAY COMMISSION

SALEM

June 21, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

NOTED

State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On account of the greatly increased oil patching required this spring on Pistol Mountain the oil rock stockpiles have been almost used up and in particular we need additional oil rock at milo 385.56 where we have a stockpile leased, which we expect to buy. The logical source of oil rock is at Chetco River.

We now have contractor Wallace producing crushed gravel and he expects to finish his present contract at Chetco about June 28th. He is producing firstclass material. He stated he would make a price of $1.15 per yard at the bunkers for 2000 yards additional material—50% to be ¾"-2" and 50% to be ½"-¾". His contract price is $1.25½, which itself is a reasonable price. His haul price is 10¢ per mile. I recommend that his contract be increased in order to provide this oil rock for patching and submit herewith Request for Increased Authorization.

I would appreciate hearing from you in regard to this as early next week as possible in order that Wallace may plan accordingly. If increased authorization is approved I will submit Price Agreement at the decreased price.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. J. N. Bishop

EAC:AWF

Construction
Contracts & agreements

C.R. Cont.

820

May 10, 1935

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract #1733 awarded to you on April 11, 1935, for the furnishing of crushed gravel on the Curry County Section of the Oregon Coast Highway.

This copy is for your records and files.

Very truly yours,

HBG:OG

Secretary

Const
Con & Agrs
Curry County

8 DS

April 13, 1933

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

For use in connection with the Curry County Rock Production Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employment of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, I.O.O.F. Building, North Bend, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collitr
Mr. E. E. Johnston

Const.
Cogs. & agrs.
Contract Awards

April 12, 1935

Mr. A. S. Wallace
Roseburg
Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on April 11 for furnishing crushed gravel in stock piles between Puchre Creek and Rogue River and between Taylor Creek and the California state line, known as the Curry County Rock Production Project, and has awarded to you the contract for such work at your bid price of $15,254.50.

Please consider this letter as your authority and our request to commence immediate construction of this project

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

FORM S-A-1 16019 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

11-2-2-E

Feb. 19, 1935.

IN REPLY PLEASE REFER TO FILE NO.

NOTED

H. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: R. G. SMITH

Dear Sir:

Attached hereto you will find Special Provision, Engineer's Estimate of Cost, hauling charts and computation of quantities for the Curry County Maintenance Materials Project.

This was authorized last Fall but we have had trouble lining up plant sites and stockpile sites. The original authorization was 5000 yards at Rogue River and 4000 at Chetco. I have increased this to 6700 at Rogue River for the reason that I believe we will require that much material within the next five years.

If the 6000 yard authorization cannot be increased please reduce the stockpiles proportionally to even hundred yards.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. H. H. Baldock
EAC:AWF

FORM 8
Co.

Feb. 18, 1935

SPECIAL PROVISIONS

CURRY COUNTY MAINTENANCE MATERIAL

TIME AND PLACE OF RECEIVING BIDS

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under this contract if awarded consists of the furnishing of approximately the following quantities of crushed gravel in stockpiles on the Coast Highway in Curry County.

1. Rogue River set up for Euchre Creek-Rogue River Section —— 6700 cu. yds.

2. Chetco River set up for Taylor Creek-State Line Section —— 4000 cu. yds.

The north end of the first project is at Euchre Creek, mile 340.98. The south end of the first project is at the north bank of Rogue River, mile 352.20.

The north end of the second project is at Taylor Creek, mile 385.2 and the south end of the second project is at the State line, mile 396.51.

DATE OF COMPLETION

The work to be done under this contract on the first unit shall be completed not later than July 1st, 1935.

The work to be done on the second unit shall be completed not later than August 31, 1935.

PROVISIONS RELATING TO EMPLOYMENT OF LABOR ETC.

CRUSHED GRAVEL IN STOCKPILES

Standard Specifications to Apply:

The standard specifications for crushed materials in stockpile specification B" as given in section 16 of the standard specification form shall apply except as that specification is supplemented and modified by the provisions which follow:

Kind and Quality of Materials:

The crushed gravel to be furnished under this contract from the Rogue River set up shall be clean crushed gravel manufactured from the most suitable gravel obtainable from the gravel bar and bed of the Rogue River in the SE¼ of section 17 T. 36 S.R. 14 W. The same being approximately one-fourth mile southeast of the Coast Highway at mile post 348.9, which mile post is 3.5 miles north of the Rogue River bridge. The crushed gravel to be furnished under this contract from the Chetco River set up shall be clean crushed gravel manufactured from the coarsest, hardest and otherwise most suitable gravel obtainable from the gravel bar in the Chetco River extending west from the State Highway bridge a distance of about 700 feet along the south side of the river. This bar is reached by a hauling road 0.1 miles long which leaves the Coast Highway at mile post 391.3.

CURRY COUNTY MAINTENANCE MATERIAL

(Kind and Quality of Materials—continued)

The right to take gravel from the bars above referred to will be acquired by the State and no charge for the same will be made against the contractor. The right to travel over the present hauling roads will be acquired by the State for the use of the contractor and the right to set up plant on the tracts indicated on the sketch maps attached hereto will also be provided by the State and no charge for the same will be made against the contractor.

PLANT SITES

(If Miller & Wood Site is Secured)-

On the Rogue River set up plant site there is an old bunker claimed by John Hackinson of Oakland. If the contractor desires to use this bunker they shall make their own arrangements with Mr. Hackinson. If they do not wish to use this bunker and require the space for their operations they shall take the old bunkers down and pile the lumber on the site.

(If The Adjoining Plant Site is Secured)-

The contractor shall clear and level such part of the plant and stockpile site as is required for the stockpiles and will be paid by force account for such work. The contractor shall clear and level such parts as he needs for his plant set up at his own expense.

(Chetco River Set Up)

The contractor's attention is directed to the fact that the State has acquired and will furnish him only the right to set up on the gravel bar and that in an extreme high tide this bar is practically all under water and that it may be necessary to make a small fill under his bunkers and for a part of the hauling road.

Size of Materials:

The crushed gravel shall be of two sizes as follows: ¾" - ½" materials and ½" - ¼" materials.

At least ninety (90) per cent of each size of material shall pass a screen having openings of a certain size, and at least ninety (90) per cent of each size of material shall be retained on a screen having openings of a certain other size. The sizes of the screen openings for each size of materials shall be as follows:

Size of Material	Size of openings in screen through which at least 90% must pass	Size of openings in screen on which at least 90% must be retained
¾" - ½"	¾" circular	½" circular
½" - ¼"	½" circular	¼" square

Each size of material shall be well and uniformly graded between the specified maximum limits.

Crushed Gravel to Be Washed:

After having been crushed, the crushed gravel shall be made clean and free of dirt, dust and clay coating by thorough washing.

SPECIAL PROVISIONS

CURRY COUNTY MAINTENANCE MATERIAL

Location of Stockpiles:

Subject to such changes as may be ordered by the engineer the location of the stockpile sites and the quantities of material to be stockpiled at each side shall be as follows:

Location of Site	Cubic Yards to be stockpiled ¾"-½"	½"-¼"
Rogue River Set Up:		
M.P. 344.2	600	600
M.P. 347.9	800	800
Plant ¼ mile south of M.P. 348.9	1600	1600
M.P. 351.0	350	350
Total For Rogue River Set Up -	3350	3350
Chetco River Set Up		
M.P. 387.2	500	500
M.P. 391.7	1500	1500
Total for Chetco River Set Up -	2000	2000

Measurement and Payment:

The basis of measurement and payment for the crushed gravel furnished under this contract shall be as stated in the standard specifications for crushed material in stockpile specification "B" as given in section 16 of the standard specification form. Pay items shall be as follows:

Rogue River Set Up:

1. ¾" to ½" crushed gravel in stockpiles
2. ½" to ¼" crushed gravel in stockpile
3. Hauling crushed gravel, pile measure.

Chetco River Set Up:

4. ¾" to ½" crushed gravel in stockpile
5. ½" - ¼" crushed gravel in stockpile
6. Hauling crushed gravel, pile measure.

In case screen rejections are required to be hauled more than one-half mile, payment for the part of the haul that is in excess of one-half mile will be made at the price bid per yard mile for hauling crushed gravel, pile measure. It is planned to stockpile 1200 yards of rejects from the Rogue River set up and 1000 yards of rejects from the Chetco River set up.

MISCELLANEOUS PROVISIONS

Pneumatic Tired Trucks Required:

All trucks engaged in the

SPECIAL PROVISIONS

CURRY COUNTY MAINTENANCE MATERIAL

Early Commencement of Work:

The delivery of the crushed gravel to be furnished under this contract from the Rogue River set up shall be commenced within thirty days of the date on which the contractor is notified of the award of the contract and all the crushed gravel to be delivered from this set up shall be furnished not later than July 1, 1935.

Arrangement For Transportation of Workers:

Unless the contractor provides a satisfactory camp at which his employees may board or makes other satisfactory arrangements for the boarding and lodging of employees at or near the site of the work, he shall make satisfactory arrangements for the daily transportation of the employees to and from the nearest city or town in which satisfactory board and lodging is obtainable at reasonable prices. The means of transportation, the times and places at which the employees are to be picked up and returned, and all other details pertaining to the transporting of the employees shall be such as are considered by the engineer to be satisfactory. This transportation service shall be furnished to the employees without charge.

Employment Agency:

The employment lists from which the labor for this project is to be selected shall be prepared by the National Reemployment Office at Marshfield.

R. A. Guilford, Feb. 19, 1935

SPECIAL PROVISIONS

CURRY COUNTY MAINTENANCE MATERIAL

ENGINEER'S ESTIMATE

Rogue River Unit:

Crushed gravel in stockpile 6700 cubic yards at $1.27	$8509
Hauling crushed gravel, pile measure 13,400 yd. mi. at 15¢	2010

Chetco River Unit:

Crushed gravel in stockpile 4000 cubic yards at $1.50	6000
Hauling crushed gravel, pile measure 7000 yard miles at 15¢	1050
Total	$17,569.

Additional Items:	Rejects 2200 yd at 25¢	550.
	Preparing 6 stockpile sites at $75.	450.
		$18,569.
Plus 10% Contingencies & Engineering		1,857.
		$20,426.

FORM S-A-1 11934 10M 12-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLASGOW, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

112-2C

OREGON STATE HIGHWAY COMMISSION

SALEM

January 10, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

NOTED
State Highway Engineer

Dear Sir:

I am informed by Mr.Bishop that maintenance materials are needed on the Coast Highway in the vicinity of Brookings. Will you kindly submit a tentative estimate of cost for presentation to the Commission in order to secure authority, and if necessary arrange for the development of quarries or gravel pits.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

CONTRACT#1734,

15-1201 Siskiyou Summit-State Line Rock Production 1975

1734

FORM B-4-4 RM 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

15-1201

Dec. 10th, 1936

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Herewith "Order For State Force Work on Contract Projects" in the amount of $200.00 to cover the cost of digging test pits to determine classification on the Siskiyou-California Line Section of the Pacific Highway.

Upon receipt of the approved order, we will request Mr. Whitmore to proceed with the work.

Very truly yours,

K. D. LYTLE
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock

CDC:AF

NOTED

1580

#1734

September 20, 1935.

United States Fidelity & Guaranty Co.
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1734 for the construction of the Siskiyou Summit-State Line Section of the Pacific Highway in Jackson County has been completed by the contractor, A. S. Wallace, Roseburg, and that final settlement will be made by the State with said contractor for work done under this contract, on or about September 30, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $11,522.31, including final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary.

JM:CL

Form 338—SM—2-34

15 D

...ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Final Report.

For Week Ending August 31, 1935

Section Siskiyou Summit - State Line

Kind of work Furnishing Crushed Rock

Highway Pacific

Section prefix 15 - 1201

Contractor A. S. Wallace

Contract number 1734

Date of contract April 11, 1935

Date of completion August 31, 1935

Date work started June 1, 1935

Estimated date of completion August 27, 1935

Amount of contract $ 11286.

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 11522.

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 500., 4.35 %

Date project was completed Aug 27, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Worked two trucks and 10 men two 5 hr shifts Sunday and Monday cleaning ditches.
Operated plant 6 hrs Monday and completed production and delivery of shoulder material and of all material.

Total production 6440 cu yds

" plant operation 197 hrs.

Average 32½ cu yds per hr.

Sent in final estimate August 27, 1935.

RECEIVED
SEP 3 - 1935
ENGINEER

P P Whitmore

Signed P. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING Resilient	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		5.7			
Miles partially completed					
Miles completed					
Total estimated quantities		3300.	3410.		
Estimated quantities moved or placed to date		3300.	3410.		
Average daily quantities		300.			
Average daily quantities necessary to complete project on time					
Number shifts per day		2.			
Hours per shift		8.			
Average force on project for week		27.			

Percentages of men employed on contract to be secured from:

Jackson County, 100 %; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Jackson COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men	13					3	16
Men and teams							
Men and trucks under 3 tons	14						14
Men and trucks over 3 tons							
Men and tractors							
	27					3	27

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1 .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
25 Sunday	Rain		
26 Monday	"		
27 Tuesday	"		
28 Wednesday	"		
29 Thursday	"		
30 Friday	"		
31 Saturday	"		

FORM S-A-1 10184 5M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

1586

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE NO.

August 1, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

-SISKIYOU-SUMMIT--STATE LINE ROCK PRODUCTION SUB-CONTRACT-

Dear Sir:

Herewith letter by A. S. Wallace requesting permission to sublet truck hauling on his Siskiyou rock production project. Also two copies of the sub-contract approved by Resident Engineer and by myself.

The total of this sub-contract and of the previous one for constructing a coyote tunnel is approximately 7%.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM S-A-1 10194 SH 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1580

Consent to agree to this contract

OREGON STATE HIGHWAY COMMISSION

SALEM

May 31, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

NOTED
State Highway Engineer

Dear Sir:

Herewith letter in duplicate from A. S. Wallace requesting permission to sub-let the construction of a coyote tunnel on the Siskiyou Summit-State Line Rock Production job, contract No. 1734. Also copy of sub-contract which I have approved.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

Construction
Contract agreements

1520

May 10, 1935

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract #1734 awarded to you on April 11, 1935, for the furnishing of crushed rock on the Siskiyou Summit-State Line Section of the Pacific Highway in Jackson County.

This co y is for your records and files.

Very truly yours,

HBG:OG

Secretary

15 DO

April 13, 1933

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

For use in connection with the Siskiyou Summit-State Line Rock Production Project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employment of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, City Hall, Medford, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. E. A. Collier
Mr. F. P. Whitmore

April 12, 1955

15 BD

Mr. A. S. Wallace
Roseburg
Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on April 11 for furnishing crushed rock for the Siskiyou Summit-State Line Section of the Pacific Highway in Jackson County, and has awarded to you the contract for such work at your bid price of $11,286.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Mr. Probert

B-A-1 16618 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 16, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Herewith Special Provisions and Engineer's Estimate for the Siskiyou Maintenance Materials project.

The quarry site and present alignment of the Pacific Highway from the Siskiyou Summit to State line is shown on drawing #383-12 from which a sketch map to accompany proposal can be prepared. There will be no water available for sprinkling or washing in that vicinity during the Summer and I believe we can secure compaction of the shoulders by frequent blading during the next fall and winter. The present shoulders on this section are largely composed of mud during the winter and cannot be maintained in a safe condition for traffic. By using ¾" minus material for the shoulders we will be able to blade them and keep them in smoother condition than if we use coarser material. Furthermore the contractor will only have to use two sizes of screen - ¾" and ¼". This will also permit the contractor, if he wishes, to place material in the stockpile and on the shoulders at the same time.

I have estimated preparing stockpile site at $100 in order that we may clean up the present quarry site, which has quite a lot of unsightly iron hoops, cans, etc. on it and that we may do a little more work than usual smoothing up the stockpile site so that it may be convenient in the future for the paving plant to work from the stockpile.

This quarry has been operated at least twice before and there is an excellent block of basalt rock in the west side of it.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AWF

E. B. VANDUSEN, SECRETARY
STATE HIGHWAY COMMISSION

March 16, 1935

SPECIAL PROVISIONS
SISKIYOU MAINTENANCE MATERIALS

TIME AND PLACE OF RECEIVING BIDS

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under this contract if awarded consists of the furnishing of approximately 3300 cubic yards of crushed rock in stockpile and the construction of 5.78 miles of crushed rock shoulders on the Siskiyou Summit, California State Line Section of the Pacific Highway in Jackson County.

The north end of the project is at the summit of the Siskiyous, station 305.

The south end of the project is at the Oregon-California State Line, station 00.

DATE OF COMPLETION

The work to be done under this contract shall be completed not later than August 31, 1935.

STATE PROVISIONS RELATING TO EMPLOYMENT OF LABOR ETC.

CRUSHED MATERIALS IN STOCKPILE

Standard specification to apply:

The Standard specifications for "Crushed Materials in Stockpile-Specification "A", as given in section 15 of the standard specification form shall apply, except as that specification is supplemented and modified by the provisions which follow.

Kind and quality of materials:

The crushed materials to be furnished under this contract shall be clean, crushed rock manufactured from the hardest, most durable and otherwise most suitable rock obtainable from the west face of the rock quarry located one-fourth mile west of the highway at a point one half mile south of the Siskiyou Summit. The contractor will not be required to strip the small amount of earth lying on top of that portion of the quarry nor to wash any of the material nor to waste any of the fines. When subjected to the standard abrasion test the rock from which the crushed materials are manufactured shall show an abrasive loss not exceeding 6%.

Acquisition of Property Rights:

The State Highway Commission owns the quarry mentioned above and will permit the contractor to use rock therefrom. The material is to be stockpiled between the quarry and the highway and the State will prepare the stockpile site.

SPECIAL PROVISIONS
SISKIYOU MAINTENANCE MATERIALS

Sizes of Materials:

The crushed rock shall be of two sizes as follows:

1. ¾"-¼" materials

2. ¼"- 0" "

At least 80% of each size of material shall pass a screen having openings of a certain size and at least 80% of each size of material shall be retained on a screen having openings of a certain other size.

The sizes of the screen openings shall be as follows:

Size of Material	Size of openings in screen through which at least 80% must pass.	Size of openings in screen on which 90% must be retained
¾" ¼" material	¾" circular	¼" square
¼" 0" "	¼" square	0

Each size of material shall be well and uniformly graded between the specified maximum and minimum limits.

Measurement and Payment:

The basis of measurement and payment for the crushed rock furnished under this contract shall be as stated in the standard specification for crushed materials in stockpile , specification "A" as given in section 15 of the standard specification form. The pay items shall be as follows:

1. Approximately 1650 cubic yards of ¾" ¼" crushed rock in stockpile.

2. Approximately 1650 cubic yards of ¼" - 0" crushed rock in stockpile.

CRUSHED ROCK SHOULDERS

Work to be done:

Under this specification the contr ctor shall construct shoulders of crushed rock along both sides of the present highway.

Cross Section:

The crushed rock shoulders shall be of the cross section shown on the plans, which in general is 4 feet wide on each side by 5 inches deep compact.

Materials:

The crushed rock to be used in the shoulder construction work shall be of the same quality as specified for crushed rock in stockpile. It shall be uniformly graded in size from dust to a maximum of ¼". All of the material shall pass through a screen having ¾" circular openings and not more than 35% of which shall pass through a screen having ¼" square openings. When subjected to the standard abrasion test the rock from which the crushed rock shoulder material is manufactured shall show an abrasive loss not exceeding 6%.

Preparation of sub-grade for shoulders:

Preparatory to the placing of the crushed rock shoulder materials, the area to be occupied by the shoulders shall be shaped to specified grade and cross section. Excess material on the cut side of the pavement shall be loaded in trucks and used to widen shoulders on the fill side of the pavement within one-half mile haul of the point of loading. Should it appear desirable to haul any of this excess shoulder excavation for a distance over one-half mile the contractor will be paid therefore at the rate of 15¢ per yard mile.

Details of Construction:

After having been deposited on the prepared sub-grade in the necessary quantities the material shall be spread to proper shape and thickness. Such methods of handling and mixing shall be used during production of material and construction of shoulders as will prevent segregation of sizes in the shoulder material and insure a uniform grading of material from dust up to ¾" after the shoulders are in place. Sprinkling and rolling will not be required, but the contractor shall use a large grader to prepare sub-grade for the shoulders and to shape the shoulder material to the proper shape.

Measurement and Payment:

For each cubic yard of crushed rock used in the construction of the shoulders, payment will be made at the price bid per cubic yard for crushed rock shoulders. The quantities to be paid for shall be determined by measurement of the materials in the trucks at the points of deposit. Payment for the shoulder materials on the basis above indicated shall be understood to comprise full and complete payment for the construction of the shoulders including the furnishing, hauling, and placing of the materials and the preparing of the sub-grade.

MISCELLANEOUS PROVISIONS

Provisions For Traffic:

It is understood by the contractor that the work to be performed under this contract is to be performed without at any time closing the highway to traffic and that he shall at all times provide and maintain a continuous roadway between the termini of the project, which roadway shall be suitable and adequate in all respects to carry all traffic using the highway safely and without material or objectionable inconvenience, delay or discomfort. When one-way traffic arrangements must be resorted to the traffic shall be controlled and directed by flagging system satisfactory to the traveling public and to the engineer. The contractor shall provide flagmen, barricades, lights and warning signs wherever and whenever they may be needed to safeguard traffic or to protect the work or the wrkmen from injury. The pavement shall be kept clean and free of mud and other matter that might cause excessive dust or slipperiness

SPECIAL PROVISIONS

SISKIYOU MAINTENANCE MATERIALS

Pneumatic Tired Trucks Required:

All trucks used in connection with the hauling operations tobe performed under this contract shall be equipped with pneumati tires on all wheels.

Arrangement for transportation of workers:

Unless the contractor provides a satisfactory camp at which his employees may board or makes other satisfactory arrangements for the boarding and lodging of employees at or near the site of the work, he shall make satisfactory arrangements of the daily transportation of employees to and from the City of Ashland. The means of transportation, the times and places at which the employees are to be picked up and returned, and all other details pretaining to the transporting of the employees shall be such as are considered by the engineer to be satisfactory. This transportation service shall be furnished to the employees without charge.

SPECIAL PROVISIONS
SISKIYOU MAINTENANCE MATERIAL

March 16, 1965

ENGINEER'S ESTIMATE

1. Crushed rock in stockpile $\frac{3}{4}$"-$\frac{1}{4}$"	1650 cu. yds.	at $1.70	$2805
2. $\frac{1}{4}$"-0 crushed rock in stockpile	1650 cu. yds.	1.70	2805
3. Crushed rock shoulders	2700 cu. yds.	2.42	6534
			$12,144.

ADDITIONAL ITEMS OF EXPENSE

Preparation of stockpile site by State Forces	100.
10% Engineering and contingencies	1,223.
TOTAL - -	$13,467.

SPECIAL PROVISIONS
SISKIYOU MAINTENANCE MATERIALS

March 16, 1965

ENGINEER'S ESTIMATE

1. Crushed rock in stockpile ½"-¼"	1650 cu. yds. at	$1.70	$2805
2. ¼"-0 crushed rock in stockpile	1650 cu. yds.	1.70	2805
3. Crushed rock shoulders	2700 cu. yds.	2.42	6534
			$12,144.

ADDITIONAL ITEMS OF EXPENSE

Preparation of stockpile site by State Forces	1004
10% Engineering and contingencies	1,219.
TOTAL - -	$13,367.

FORM S-A-1 16010 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Feb. 28, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. H. BISHOP

Dear Sir:

I wish to suggest that we put on a rock production project at the quarry on top of the Siskiyous. It appears probable to me that we will not be able to undertake the re-construction of the section from the Summit south for five years.

We require about 500 yards of material at this location yearly for patching the black pavement and 200 yards for sanding frosty pavement. The shoulders from the Summit south are in very poor condition and for safety of traffic during the next five years should have some rock placed on them. These shoulders consist largely of black mud.

The material in the quarry breaker too large to use on the shoulders without crushing and there is no available granite or talus. The last material purchased from Ashland for paving plant cost us $2.30 per yard delivered. We own the quarry and it has been operated before and I believe we can contract production of suitable material here for $1.50 or $1.75 per yard. Any material which might not be used up by the time reconstruction started would be required for maintenance on the reconstructed section.

I suggest a 6000 yard project, of which approximately half would be material suitable for shoulders and the other half for asphaltic concrete patching and for winter sanding, be put on. The total cost would run $10,000. or $12,000,

Very truly yours,

E. A. CALLEN
Division Engineer

cc. R. H. Baldock
EAC:AWF

CONTRACT#1735

33-1101 Mill Creek Bridge in The Dalles
1935
M35

#1735

X

33-1101.

October 23, 1956

Mr. Carl V. Mautz, Attorney,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Dear Sir:

In response to your inquiry of October 22nd you are advised that the Lewis Johnson & Son Contract No. 1735, Bridge over Mill Creek near The Dalles in Wasco County, was accepted by the Highway Commission on April 24, 1956.

We have no record of the claim of the Portland Bolt and Manufacturing Co. ever having been filed through the Secretary of State.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

Oct. 22, 1936

H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bridge 2103
Louis Johnson & Son - Contract 1735

Dear Sir:

Will you please advise us when this contract was affirmatively accepted by the Commission and whether the Portland Bolt & Mfg. Company have filed their claim with the Secretary of State as provided by law and if they have filed, the date of filing.

Yours very truly,

Carl V. Mautz
Attorney

CVM V

REFERRED TO
BY SECRETARY

(prepare answer form

#1735

X

33-1101

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,
Sept. 9, 1936

RECEIVED
SEP 10 1936
OREGON
STATE HIGHWAY COMMISSION

R.H.Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Carl F. Smith, Auditor

Re: Contract 1735 -
Louis Johnson & Son

Dear Sir:

We are returning properly completed, the papers which you sent us on July 29th.

Will you please make your remittance payable to the Aetna Casualty & Surety Company. We understand the remittance will be in the amount of $470.80.

Yours very truly,

Carl V. Mautz
Attorney

CVM V

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

Aug. 19, 1936.

Mr. Carl V. Hauts,
c/o Bates, Lively & Pearson,
Yeon Bldg.,
Portland, Oregon.

Dear Sirt

Your letter of the 18th, addressed to Carl V. Smith, Auditor, with respect to the claim of Louis Johnson & Son, who had Contract No. 1755, with the State Highway Commission, has been handed to me for reply.

I have made inquiry in the Department and so far as I am able to ascertain, there does not appear in the records, any claim filed by Louis Johnson & Son which was not allowed by the State. I am advised however, that the contractor failed to complete his work according to the standards of the engineers and therefore, the State completed the work with its own forces at a cost of $127.80, and deducted that amount from the final payment. I am informed that Louis Johnson & Son have taken exception to the deduction.

I am also advised by Mr. McFarland of the Highway office that a number of claims have been filed against Louis Johnson & Son, but whether or not those claims were paid, the Highway Department does not know. The general practice seems to be for claimants to file their claims, but they fail to inform the Highway Department in the event the claim has been paid, so other than the knowledge that the claims have been filed, the Commission knows nothing, either with respect to the merit of the claims or whether or not they have been paid.

Yours very truly,

JMD:FR

J. M. DEVERS

cc Carl Smith
S. H. Probert

August 6, 1936

Memorandum for files:

The attached letter was prepared in connection with a request for advice concerning a settlement with Lewis Johnson and Son for the construction of a bridge over Mill Creek on the Columbia River Highway, which was contract No. 1755.

It appears, however, that the final voucher was sent out before advice from this office had been given and with a letter of transmittal prepared by someone else, hence the original of the attached letter was not and will not be sent to the insurance company but will remain in the files for future reference.

JMD:PW

cc S. H. Probert
Carl Smith

...ONERS
...F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

August 1, 1936

Aetna Casualty & Surety Company,
Yeon Building,
Portland, Oregon.

Gentlemen:

Inclosed is final voucher for balance due on state highway contract No. 1755 for the construction of a bridge over Mill Creek on the Columbia River Highway, which contract was awarded to Louis Johnson and Son. This voucher is sent to you as surety on the bond furnished by the contractors.

The voucher first prepared was sent to Louis Johnson and Son for signature, but I am advised they have failed and neglected to sign the same. This duplicate voucher is now sent to you as the contractors' surety for proper execution if you are at liberty and are authorized to sign the same.

We are advised that the Aetna Casualty & Surety Company has paid legitimate claims for labor and material furnished in connection with said contract, which claims the contractors failed and neglected to pay and for which the surety company has not been reimbursed by the contractors. For that reason and for the further reason that the surety company is still obligated to take care of unpaid claims for labor and material, if there be any, this voucher is sent to you for proper execution. If you can procure the signature of Louis Johnson and Son with respect to the correctness of this voucher and also their signature and verification with respect to the payment of claims, you are requested to do so, and should the contractors refuse to properly sign the voucher we will accept the signature of the surety company and will in such form file the voucher with the Secretary of State for a warrant, and when the warrant is delivered we will mail the same to the Aetna Casualty & Surety Company for proper application and disbursement.

Yours very truly,

JMD:PW

J. M. DEVERS

cc R. H. Baldock
Carl Smith
S. H. Probert
G. S. Paxson
H. B. Glaisyer

July 29, 1936

Aetna Casualty & Surety Company
Yeon Building
Portland, Oregon

Attention: Carl V. Mautz, Attorney

Gentlemen:

In connection with our previous correspondence regarding the failure of the contractor, Louis Johnson & Son, to sign the final estimate voucher in connection with contract 1735, which voucher amounts to $470.80, I would say that as per your request of July 22 I have written up a new voucher, using a certified copy of the blanket assignment in your favor to answer the Secretary of State's requirement; and I am attaching the rewritten voucher herewith.

Please note that someone connected with your company and showing his official capacity should sign both the final release form attached to the inside of the voucher and also the affidavit on the back of the voucher form itself, as the Secretary of State recognizes the right of the assignee to sign the final release and affidavit. Please make certain that the signature is witnessed by a notary public and upon the return of the voucher signed as requested, payment will be expedited so far as possible.

Yours respectfully,

R. H. BALDOCK
State Highway Engineer

By

Auditor

CFS:IS
Encl.
cc H. B. Glaisyer
cc S. H. Probert

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

July 22, 1936

Oregon State Highway Commission
Salem, Oregon

Att'n: Mr. Carl F. Smith, Auditor

Gentlemen: Re: Bridge 2103, Louis Johnson & Son
Contract 1735

This acknowledges your letter of July 7, 1936, and in view of our inability to get anywhere with Mr. Johnson may we suggest that you follow out the procedure mentioned in the last paragraph of your letter.

Yours truly,

George A. Mercer, Adjuster

By Carl V. Macy

CVM/d

JUL 24 36

July 7, 1936

Aetna Casualty and Insurance Co.
Yeon Building
Portland, Oregon

Attention: Carl V. Mauts, Attorney

Gentlemen:

This acknowledges receipt of your letter of July 6 addressed to Mr. H. B. Glaisyer, Secretary, requesting that we prepare a duplicate of the final pay voucher to Lewis Johnson & Son on their contract #1735.

The original voucher, which we mailed to the contractor for signature had attached the original force account papers with our field engineer's approval shown thereon. In addition the Secretary of State's office requires a separate signed assignment form on each voucher passing through their office and it therefore becomes necessary to secure the contractor's signature to the assignment form on the final voucher.

In view of the above fact, we would very much prefer to not make up duplicate copies of the force account bills nor to be forced to draw up certified copies of the original assignment, which possibly might be accepted by the Secretary of State.

We would greatly appreciate therefore your making every effort to have the signatures completed on the original vouchers sent to the contractors, and I might say that it will be permissible with the State Department for your company, as assignee, to execute the affidavit on the voucher form and to execute the final release form providing you can secure the contractor's signature on the assignment form.

If, however, the original voucher has been lost or in case the contractor absolutely refuses to sign even the assignment form and will not return the unsigned voucher to you, please advise and we will draw up a new voucher for signature, making up copies of the force account bills and attaching certified copies of the blanket assignment for the information of the Secretary of State.

Yours respectfully,

R. H. BALDOCK
State Highway Engineer

By
Auditor

CVS:EB
cc H. B. Glaisyer
W. A. Reeves

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

July 6, 1936

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bridge 2103
Louis Johnson & Son
Contract 1735

Dear Sir:

This acknowledges your letter of June 20th, 1936.

I have not been able to secure the signature of louis Johnson & Son to the final voucher so will appreciate your preparing a duplicate of same and sending it to us for execution.

Yours very truly,

Carl U. Mantz
Attorney

CVM V

Carl Smith
will you please comply with above request and send duplicate voucher with affidavit
Glaisyer

FORM S-A-1 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 29, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Aetna Casualty & Surety Company
Yeon Building
Portland, Oregon

Attention: Carl V. Mautz, Attorney

Gentlemen:

In connection with our previous correspondence regarding the failure of the contractor, Louis Johnson & Son, to sign the final estimate voucher in connection with contract 1735, which voucher amounts to $470.80, I would say that as per your request of July 22 I have written up a new voucher, using a certified copy of the blanket assignment in your favor to answer the Secretary of State's requirement; and I am attaching the rewritten voucher herewith.

Please note that someone connected with your company and showing his official capacity should sign both the final release form attached to the inside of the voucher and also the affidavit on the back of the voucher form itself, as the Secretary of State recognizes the right of the assignee to sign the final release and affidavit. Please make certain that the signature is witnessed by a notary public and upon the return of the voucher signed as requested, payment will be expedited so far as possible.

Yours respectfully,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Auditor

CFS:IS
Encl.
cc H. B. Glaisyer
cc S. H. Probert

NOTED
H. B. GLAISYER

FORM S-A-1 SM 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 7, 1936

IN REPLY PLEASE REFER TO FILE NO.

Aetna Casualty and Insurance Co.
Yeon Building
Portland, Oregon

Attention: Carl V. Mautz, Attorney

Gentlemen:

This acknowledges receipt of your letter of July 6 addressed to Mr. H. B. Glaisyer, Secretary, requesting that we prepare a duplicate of the final pay voucher to Lewis Johnson & Son on their contract #1735.

The original voucher, which we mailed to the contractor for signature had attached the original force account papers with our field engineer's approval shown thereon. In addition the Secretary of State's office requires a separate signed assignment form on each voucher passing through their office and it therefore becomes necessary to secure the contractor's signature to the assignment form on the final voucher.

In view of the above fact, we would very much prefer to not make up duplicate copies of the force account bills nor to be forced to draw up certified copies of the original assignment, which possibly might be accepted by the Secretary of State.

We would greatly appreciate therefore, your making every effort to have the signatures completed on the original vouchers sent to the contractors, and I might say that it will be permissible with the State Department for your company, as assignee, to execute the affidavit on the voucher form and to execute the final release form providing you can secure the contractor's signature on the assignment form.

If, however, the original voucher has been lost or in case the contractor absolutely refuses to sign even the assignment form and will not return the unsigned voucher to you, please advise and we will draw up a new voucher for signature, making up copies of the force account bills and attaching certified copies of the blanket assignment for the information of the Secretary of State.

Yours respectfully,

R. H. BALDOCK
State Highway Engineer

By Carl V. Smith
Auditor

CFS:EB
cc H. B. Glaisyer
W. A. Reeves

NOTED
H B GLAISYER

June 20, 1936

Carl V. Mautz, Attorney
Aetna Casualty & Surety Company
Yeon Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of the 8th inst. regarding final payment to Louis Johnson & Son for the construction of the Mill Creek Bridge at The Dalles.

I have consulted the Attorney regarding this and it is his opinion that we could make final payment to the surety, if the surety will sign the final voucher and the final estimate release and attached thereto, inasmuch as the contractor has assigned to the surety all payments due and to become due on this job. If you proceed as above, it will not be necessary for you to file an indemnifying bond to protect the Commission, as suggested in your letter.

If after further consultation with Louis Johnson & Son you find that they will not sign the final voucher and will not turn the voucher over to you for acceptance, I shall be pleased to prepare a duplicate of the same and send it to your for execution.

Awaiting your advice, I remain

Very truly yours,

Secretary

FORM S-K-1 1000 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

June 18, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer,

O f f i c e .

Dear Sir:

I am returning the files in connection with the controversy pending over a balance due Louis Johnson & Son on contract No. 1735.

It appears to me that either Mr. Johnson or his assignee, which is likewise his surety on the bond, should sign the affidavit required from the contractors when final payment is made. I don't know how else to protect the Commission in this matter, especially in view of the fact that there is a controversy between the contractor and the State with respect to the amount of the final estimate.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW
Inc.

33 K 9

June 9, 1936

The Aetna Casualty and Surety Company
Bates, Lively and Pearson, Agents
Yeon Building
Portland, Oregon

Attention: Carl V. Mautz, Attorney

Gentlemen:

This acknowledges your letter of the 8th inst. in regard to payment of the final amount to Louis Johnson & Son on Contract No. 1735, for the construction of the Mill Creek Bridge in The Dalles.

I doubt very much that we can make a final payment in accordance with the plan that you suggest, however, I shall consult the Attorney in regard thereto and either he or I will advise you later.

The Attorney is out of the office at the present time and is not expected to return until the first of next week. Your letter will have his attention at that time.

Very truly yours,

Secretary

HBG:dp
CC J. M. Devers

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,
June 8, 1936

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bridge 2103
Louis Johnson & Son
Contract 1735

Dear Sir:

As you know, we have an assignment to the final estimate payment which is being withheld because the contractor has failed to return the final estimate to you.

We are wondering if it would not be possible for us to secure final payment which has been assigned to us by posting an indemnity bond. If Mr. Johnson persists in withholding the final voucher this would of course, hold up payment of the final estimate and if it is possible to secure payment of this final estimate, we would be glad to file an indemnifying bond protecting the Commission.

Please advise.

Yours very truly,
Carl V. Manty
Attorney

CVM V

33-1101

May 28, 1936

Mr. George A. Mercer, Adjuster
Aetna Casualty and Surety Company
Yeon Building
Portland, Oregon

Attention Carl V. Mautz

Gentlemen:

Replying to your letter of May 26, in regard to the Louis Johnson & Son contract for the construction of a bridge at The Dalles, I wish to say that Mr. Johnson has not yet contacted this office in regard to the deductions made from his final estimate, neither has he returned the final estimate to us, although it was sent to him on March 16 for acceptance.

The amount of the final estimate is $470.60. The deduction made by the state is in the sum of $127.60 and represents work done by state forces to complete the bridge in accordance with the contract.

Very truly yours,

Secretary

HBG:MBL

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

May 26, 1936

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir: Re: Bridge No. 2103, Louis Johnson & Son.

Your letter of April 1st indicated that it would be necessary for Louis Johnson to sign the voucher so that final payment could be made and you suggested that we get in touch with him and notify him to this effect. We contacted Mr. Johnson and he advised us that he would take the matter up with you and sign the voucher, but that before signing, he felt that certain deductions had been made from the final estimate which were not equitable and he indicated that he wanted to see if these deductions could not be eliminated.

As we have not heard from you since your letter of April 1st we do not know whether Johnson has contacted you or not and in any event we would like to have you advise us what balance is due under the contract and what amount has been deducted for performance of work which is claimed to have been improperly done and which necessitated further work on the part of the Commission.

We will appreciate your early advices.

Very truly yours,

George A. Mercer, Adjuster

CVM/d

By Carl V. Mauty

BY SECRETARY

please give me full information re this matter

final is $470.80 - retained 5% = $23.54
deduction is - $127.60
[illegible]

#1735

33-1101

April 1, 1936

George A. Mercer, Adjuster
Aetna Casualty and Surety Co.
Yeon Building
Portland, Oregon

Attention: Carl V. Hautz

Dear Sir:

I have just returned to the office after being absent on account of illness and I find your letter of March 18th on my desk, attached to which are releases from K. E. Erickson Co. and the Tum-A-Lum Lumber Co. of their claims against Lewis Johnson and Son, contractors for the construction of the Mill Creek Bridge at The Dalles.

I have made copies of these releases and am returning the originals to you herewith. We will release to you the warrant covering final payment in connection with this job as soon as the job has been formally accepted by the State Highway Commission.

In checking up on the status of the final voucher, I find that this was mailed to Lewis Johnson and Son on March 6th, but has not yet been accepted and returned by them. It might be well for you to contact them in regard to the acceptance of this voucher, so that payment thereof can be expedited.

Very truly yours,

Secretary

HBG:dp

#1735

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING.
GEORGE A. MERCER, Adjuster,

MAR 19 1936

PORTLAND, ORE.,
March 18, 1936

H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Lewis Johnson & Son
Contract 1735

Dear Sir:

This acknowledges your letter of March 16th, 1936.

Complying with the second paragraph of your letter, we inclose release signed by K.E.Erickson Company and letter from the Tum-A-Lum Lumber Company under date of February 15th in which you will note that they have received draft for $1023.06 which was the principal amount of their claim although they are claiming additional interest of $30.46. However, they have apparently accepted our draft in full settlement without making any further claim for interest as we have heard nothing further from them since February 15th.

After you have had copies made of these original documents, will you please return them to us along with check covering the amount due Lewis Johnson which has been assigned to us.

Yours very truly,

George A. Mercer, Adjuster

By Carl V Manty

CVM V

TUM-A-LUM LUMBER COMPANY
The Dalles, Oregon

February 15, 1936

Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We have your letter of the 14th inclosing draft for $1023.06, in payment of Louis Johnson & Son Mill Creek bridge account. This leaves a balance due of $30.46.

Our Attorney advises us that this is a just and legal claim as the law provides for 6% interest on past due accounts. This material was sold to Johnson & Son on a thirty day cash basis.

Yours truly,

Tum-A-Lum Lumber Co.,

By S. A. Skirving (Signed)

SS:EB

RELEASE

IN CONSIDERATION of the payment to us of Thirty Two and no/100 Dollars ($32.00) by the Aetna Casualty & Surety Company, a corporation, receipt of which is hereby acknowledged, we hereby forever, release and discharge the said Aetan Casualty & Surety Company of and from all liability under its bond covering Louis Johnson & Son, contractors on contract No. 1735 Bridge No. 2103, the above sum having been incurred by said contractor for materials furnished by us.

IN FURTHER CONSIDERATION of said payment, we hereby assign, transfer and set-over to the said Aetna Casualty & Surety Company, a corporation all our right, title and interest in and to any claim that we may have against Louis Johnson & Son to the extent of the above payment.

Feb. 1, 1936

K. E. ERICKSON CO. INC.

Witness

Edith Francis

Ad

#1735

33-1101

April 1, 1936

Honorable Earl Snell
Secretary of State
B u i l d i n g

Dear Sir:

This acknowledges receipt of your letter of March 30th with attached copies of notice of claim which has been filed by the State Industrial Accident Commission against the bond taken from Louis Johnson & Son, principal, and Aetna Casualty & Insurance Company, surety, in connection with State Highway Contract No. 1735 for the construction of a bridge over Mill Creek.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

DP

April 1, 1936

Bates, Lively & Pearson, Agents
Aetna Casualty & Insurance Co.
Yeon Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by the State Industrial Accident Commission against the bond furnished by Louis Johnson & Son in connection with State Highway Contract No. 1735 covering construction of a bridge over Mill Creek. This claim amounts to $44.47 and represents contributions due the State Industrial Accident Commission.

This information is given to you as you appear as surety on the bond involved.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

CC Louis Johnson & Son
1524 S. E. 32nd Place
Portland, Oregon

MAR 31 1936

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

March 30, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention H. B. Whitaker, Secretary

There are enclosed for your information and files, three copies of a notice of claim by State Industrial Accident Commission for contributions due the Industrial Accident Fund in the sum of $44.47 against the bond taken from Louis Journeay Co., principal, and American Casualty & Insurance Company, surety, for work on State Highway contract No. 17,5, which was filed in this office on March 25th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

Encl. 3

COPY

March 23, 1936.

To - STATE OF OREGON

Earl Snell
Secretary of State/

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the State Industrial Accident Fund in the sum of $44.47 against the bond taken from Louis Johnson & Son as principal and the Aetna Casualty & Insurance Co. as surety, for the work of construction of a bridge over Mill Creek, which work was let by the State Highway Department under contract No. 1735.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell
Attorney and Assistant Commissioner.

Endorsed: File No. 2550
Filed March 25, 1936
EARL SNELL
Secretary of St te

#1735

33-1101

March 27, 1936

Mr. Ralph H. Campbell, Attorney
STATE INDUSTRIAL ACCIDENT COMMISSION
B U I L D I N G

Dear Mr. Campbell:

This acknowledges receipt of your letter of March 25 notifying us of your claim against Louis Johnson & Son for contributions due the State Industrial Accident Fund in the sum of $44.47 in connection with said contractor's work on the construction of a bridge over Mill Creek, State Highway Contract No. 1735.

We are notifying the contractor and the surety on his bond.

Very truly yours,

Secretary

MBL

March 27, 1936

AETNA CASUALTY & SURETY COMPANY
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We have today received from the State Industrial Accident Commission notice of their claim (which they have filed with the Secretary of State) against Louis Johnson & Son for contributions due the State Industrial Accident Fund in the amount of $44.47 in connection with the construction of a bridge over Mill Creek by said contractors in the performance of their contract with the State Highway Commission, Contract No. 1735.

This notice is being sent you because you appear as surety on the bond furnished by Louis Johnson & Son.

Very truly yours,

Secretary

MBL

cc - Louis Johnson & Son

Here Miss Lewis with customary letter of acknowledgement - also notify me that claim has been filed with CC & contractor.

I will sign when I return

AL ACCIDENT COMMISSION
N'S COMPENSATION LAW
SALEM, OREGON

FIRM DEPARTMENT
RALPH H. CAMPBELL
ATTORNEY

March 23, 1936.

Firm No. 75996

ment

find copy of notice which is today being
of State in compliance with provisions of
Section 67-1101.

Very truly yours

Ralph H. Campbell

RALPH H. CAMPBELL

Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHC:AB

Enc.

STATE INDUSTRIAL ACCIDENT COMMISSION

WORKMEN'S COMPENSATION LAW

SALEM, OREGON

A. R. HUNTER [redacted] J. C. JOY
T. MORRIS DUNNE
COMMISSIONERS

FIRM DEPARTMENT
RALPH H. CAMPBELL
ATTORNEY

March 23, 1936.

Firm No. 75996

Oregon State Highway Department
Salem
Oregon

Gentlemen:

Enclosed you will find copy of notice which is today being forwarded to the Secretary of State in compliance with provisions of Section 67-1101.

Very truly yours

Ralph H. Campbell

RALPH H. CAMPBELL

Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHC:AB

Enc.

STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

COPY

March 23, 1936.

To - STATE OF OREGON

Earl Snell
Secretary of State.

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the State Industrial Accident Fund in the sum of $44.47 against the bond taken from Louis Johnson & Son as principal and the Aetna Casualty & Insurance Co. as surety, for the work of construction of a bridge over Mill Creek, which work was let by the State Highway Department under contract No.1735.

STATE INDUSTRIAL ACCIDENT COMMISSION

By Ralph H. Campbell
Attorney and Assistant Commissioner.

#1735

33-1101

March 16, 1936

Mr. George A. Mercer
Aetna Casualty and Surety Company
Yeon Building
Portland, Oregon

Attention: Carl V. Mautz

Dear Sir:

This acknowledges your letter of the 13th inst., stating that all claims against the Lewis Johnson & Son, Contract No. 1735, for the construction of the Mill Creek Bridge at The Dalles, have been paid, with the exception of the disputed claim of Sam Tanksley in the amount of $18.75.

In order to complete our records will you kindly have the claimants verify the payments of their respective claims. As soon as we have received such information the auditor will be instructed to pay the claim in accordance with the assignment, unless something should develop in the meantime to prevent.

Very truly yours,

Secretary

HBG:dp

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING.
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

March 13, 1936

H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Lewis Johnson & Son
Contract No. 1735

Dear Sir:

This acknowledges your letter of March 11th, 1936.

For your information, we have paid the claims of K.E. Erickson, Inc. and Tum-A-Lum Lumber Company which were set out in your letter of March 11th as having been filed with you for payment.

The only other claim that we are aware of and on file is that of Sam Tanksley in the amount of $18.75 for labor which we understand is a disputed claim and we see no reason for withholding the final payment on this one claim. If Mr. Tanksley has a valid claim against the bond, he can assert it and it will be paid but there is nothing to indicate that his claim is one that should be taken care of.

Yours very truly,

George A. Mercer, Adjuster

CVm V

By Carl C. Mantz

#1735

FORM Y-6-1 SM 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

33-1101

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 11, 1936

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
O f f i c e

Dear Mr. Glaisyer:

This letter is to request you to obtain permission from the Highway Commission to make final payment on the contract, number 1735, for the construction of the Mill Creek Bridge at The Dalles, Oregon.

The last work done by the contractor was performed on August 19, 1935. There was still some work left to complete the job in a satisfactory manner, which work was done by State Forces and completed January 7, 1936.

Very truly yours,

W. A. Reeves,
Office Engineer

WAR:?

APPROVED BY HIGHWAY COMMISSION
DATE April 24, 1936
Secretary

33-1101

#1735

March 11, 1936

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we will soon be in a position to release final payment to Lewis Johnson & Son for the construction of a bridge over Mill Creek on the Columbia River Highway at The Dalles, being State Highway Contract No. 1735, which final payment will be in the sum of $470.80 and is assigned to the surety. The amount of the payment is insufficient to cover the claims accumulated against the work, which are as follows:

K. E. Erickson Co. Inc., $32.00 for material.

Tum-A-Lum Lumber Co., $1,053.52 for material.

Sam Tankesley, $18.75 for labor.

We have no way of knowing whether or not these claims are legitimate ones against the contract, so in accordance with customary practise we will have to withhold payment of the final amount until we know that the claims have been paid or are assured that the surety will pay them upon receipt of such final payment.

We would like to release this payment as soon as possible, so will appreciate a letter from you as to what your intentions are in regard to the satisfaction of the claims.

Very truly yours,

Secretary

HBG:dp
CC Mr. Carl Smith

FORM S-A-1 5M 1-29

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

#1735

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 26, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. John M. Stapleton
Attorney at Law
The Dalles, Oregon.

Dear Sir:

Please note attached letter to Lewis Johnson, concerning claim of Sam Tomkiley. Upon receipt of advice from Mr. Johnson we will advise you further.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
Enclosure

cc H. B. Glaisyer
J. M. Devers

REFERRED TO
BY SECRETARY

FORM S-A-1 SM 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 26, 1936.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Louis Johnson
1524 S. E. 52nd Place
Portland, Oregon.

Dear Sir:

A claim in the amount of $18.75 has been filed against your contract No. 1735, covering the Mill Creek Bridge at The Dalles by Sam Tenksley through his attorney, John M. Stapleton of The Dalles. This claim alleges that Mr. Tenksley worked from July 6, to July 13, 1935, inclusive, as a carpenter in the building of that bridge, and that he was given to understand by you that he was to be paid at the rate of 75 cents per hour. He alleges that he was paid at the rate of 60 cents per hour, leaving him a balance due of $18.75.

Mr. Tenksley further alleges that you did not deny the claim at that time but advised him that you would straighten up the difference later.

Will you please advise what disposition you will make of this claim?

Very truly yours

R. H. Baldock
State Highway Engineer

By

G. S. Pearson
Acting Bridge Engineer

GSP:AP

cc Bates, Lively & Pearson, Agts.
Aetna Casualty & Surety Co.
John M. Stapleton, The Dalles
H. B. Glaisyer
J. M. Devers

#1735

33-1101

February 18, 1956

AETNA CASUALTY & SURETY COMPANY
Bates, Lively & Pearson, Agent
Yeon Building
Portland, Oregon

Gentlemen:

We have today received from the Secretary of State three copies of a notice of claim by Tum-A-Lum Lumber Company for $1053.52 against Louis Johnson & Son, Contractors, for materials furnished them by said claimant in connection with the construction of a bridge over Mill Creek at The Dalles, Wasco County.

A copy of this notice is being sent to you as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MEL

Encl.

cc - Louis Johnson & Son.

February 18, 1956

Hon. Earl Snell
Secretary of State
B u i l d i n g

Dear Sir:

This will acknowledge your letter of February 15, enclosing three copies of a notice of claim by the Tum-A-Lum Lumber Company for $1055.52 against the bond taken from Louis Johnson & Son, principal, and Aetna Casualty & Surety Company, for materials furnished said contractor by said claimant in connection with the construction of the bridge across Mill Creek at The Dalles, Oregon, in Wasco County.

Copy of this notice is being forwarded to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

February 15, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Claisyer

There are enclosed for your information and files, three copies of a notice of claim by Tum-A-Lum Lumber Company for $1053.52 against the bond taken from Louis Johnson & Son, principal, and Aetna Casualty & Surety Company, for work on a bridge near The Dalles, Oregon, which was filed in this office on February 6th.

Please acknowledge receipt of the copies.

Yours very truly,

Earle Snell

Secretary of State

Enc. 3

TUM-A-LUM LUMBER COMPANY

The Dalles, Oregon

February 5, 1936

Mr. Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned Tum-A-Lum Lumber Company has a claim against Louis Johnson & Son, for materials furnished for the construction of the bridge across Mill Creek at The Dalles, Oregon, in the sum of $1023.36, plus six months interest at 6%, $30.46, making a total of $1053.82.

We claim this amount against the bond taken from the Aetna Casualty and Surety Company, as surety upon bond furnished by Louis Johnson & Son.

Yours truly,

Tum-A-Lum Lumber Company,

By S. A. SKIRVING

Manager

SSLEB

Endorsed: File No. 2509
Filed Feb. 6, 1936
EARL SNELL
Secretary of State

33-1101

#1735

February 5, 1936.

George A. Mercer, Adjuster
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Attention: Carl V. Mautz

Dear Sir:

Receipt is acknowledged of your letter of January 31, enclosing assignment from Louis Johnson & Son to the Aetna Casualty & Surety Company, for funds due in connection with their contract No. 1735, Mill Creek Bridge near The Dalles in Wasco County.

You are advised that we are unable to state the exact amount due on this contract, as the final estimate has not yet been submitted from the field. It is expected that we will be ready to make final payment in about fifteen days.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster,

PORTLAND, ORE.,

Jan. 31, 1936

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Lewis Johnson & Son
Contract 1735 - Bridge No. 2103

Dear Sir:

We inclose assignment from Louis Johnson & Son to the Aetna Casualty & Surety Company in connection with funds due the contractor under the above contract.

Will you kindly advise us how much is due and when we will be able to secure these funds as there are a number of outstanding accounts to be taken care of.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mautz

CVM V

FSB-3 jt

33-1101

#1735

February 4, 1936

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agent
Yeon Building
Portland, Oregon

Gentlemen:

We are in receipt of a notice of claim by the Tum-A-Lum Lumber Company of The Dalles, Oregon, against Louis Johnson & Son, for materials furnished in the sum of $1023.38 and six months' interest thereon in the amount of $30.46, making a total claim of $1053.84, in connection with the contractor's performance of State Highway Contract No. 1735, construction of a bridge across Mill Creek at The Dalles.

We are giving you this notice because you appear as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MHL

cc - Louis Johnson & Son

February 4, 1955

Tum-A-Lum Lumber Company
The Dalles, Oregon

Attention Mr. S. A. Skiroing

Gentlemen:

This acknowledges receipt of your letter of January 31 enclosing notice of your claim against Louis Johnson & Son in the amount of $1055.52 (interest included), for materials furnished in connection with the construction of the bridge across Mill Creek at The Dalles, Oregon, in the performance of State Highway Contract No. 1735; and requesting to be informed if there is anything further required to be done to insure payment of your claim.

We are enclosing mimeographed copy of Chapter 280, Oregon Laws 1951, whereby you will learn that it is required that you file notice of claim with the Secretary of State. Approximate form for the same is given.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:MEL
Encl.

TUM-A-LUM LUMBER COMPANY
THE DALLES, OREGON

RECEIVED
FEB 4 1936
OREGON
STATE HIGHWAY COMMISSION

January 31, 1936

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are inclosing notice of claim regarding our claim against Louis Johnson & Son and Aetna Casualty & Surety Company.

If there is anything further required from us to insure payment of our claim, we will be pleased to have you let us know.

Yours truly,

Tum-A-Lum Lumber Co.,

By J A Skirving

SS:EB

TUM-A-LUM LUMBER COMPANY

THE DALLES, OREGON

RECEIVED
FEB 4 1936
OREGON
STATE HIGHWAY COMMISSION

January 31, 1936

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned Tum-A-Lum Lumber Company, has a claim against Louis Johnson & Son, for materials furnished for the construction of the bridge across Mill Creek at The Dalles, Oregon, in the sum of $1023.36, plus six months interest at 6%, $30.46, making a total of $1053.52.

We claim this amount against the bond taken from the Aetna Casualty and Surety Company, as surety upon bond furnished by Louis Johnson & Son.

Yours truly

Tum-A-Lum Lumber Company,
By S A Skiving
Manager

#1735

33-1101

January 24, 1956.

Hon. Earl Snell
Secretary of State
B u i l d i n g

Dear Sir:

This acknowledges receipt of your letter of January 22 enclosing three copies of a notice of claim by K. E. Erickson Co., Portland, Oregon, against Louis Johnson & Son, highway contractors, for merchandise furnished them in the amount of $52.00 in connection with their work in the construction of a bridge over Mill Creek near The Dalles (Contract No. 1735).

A copy of this notice is being sent to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

January 14, 1936

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

Attached hereto you will find three copies of a notice of claim which has been filed in the office of the Secretary of State by K. E. Erickson Company, Inc., Portland, against Louis Johnson & Son, highway contractors, in the sum of $52.00, for merchandise furnished them in connection with their work in the construction of a bridge over Mill Creek, near The Dalles (State Highway Contract No. 1735).

This notice is being sent you inasmuch as you appear as surety on the bond furnished by the contractors.

Very truly yours,

Secretary

MHL
Encl.

cc - Louis Johnson & Son

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 22, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Gladsyer, Secretary

There are enclosed for your information, three copies of a notice of claim by K. E. Erickson Co. Inc. for $32.00 against the bond taken from Louis Johnson & Son, principal, and Aetna Casualty & Surety Company, surety, for work on a bridge over Mill Creek near The Dalles, which was filed in this office on December 23, 1935.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

E:F.
encs. 3

K. E. ERICKSON CO., INC.

Erickson System of Traffic Control
No Wiring : No Electricity : 100% Efficiency
Street Signs — Highway Signs

Agreements must be authorized by and accounts paid to Portland office.

Portland, Oregon
December 21, 1935.

Secretary of State,
Salem, Oregon.

Dear Sir:

Notice hereby is given that the undersigned, K. E. Erickson Co., Inc., 222 S. W. Stark Street, Portland, Oregon, has a claim for merchandise furnished for the construction of a bridge over Mill Creek, near The Dalles, on the Columbia River Highway, Oregon, on State Contract 1735, consisting of two standard reflective bridge curb markers for bridges with sidewalks, in accordance with the specifications of the Oregon State Highway Commission, in the amount of $32.00, against the bond taken from Louis Johnson & Son, as principal, and Aetna Casualty & Surety Company, by Bates, Lively & Pearson, General Agents, with offices in the Yeon Building, Portland, Oregon as surety. Claim not paid.

Kindly protect our claim in the above matter, and oblige,

Very truly yours,

HMB:EF

K. E ERICKSON CO., INC.,
By H. M. Bransford, Secretary.

P. S. Please advise if the above is in form to protect our claim
Copy of invoice against Louis Johnson & Son attached.

Invoice (copy)

K. E. ERICKSON CO.,INC..
Concord Building, Portland, Oregon
Street and Highway Traffic Signs
Reflector Pavement Signals -- Highway Bulls eyes

Date July 29 1935
Invoice no. 10976
Order No. M E Johnson
Date of Order 7-29
Requisition
30 days net
Prices F. O. B. Portland
from "
Factory at "
Via John Day Truck

Sold to Louis Johnson & Son,
Bridge Contractors,
1524 S. E. 32d Place,
Portland, Oregon

Shipped to same, The Dalles, Oregon

shipped

2	reflective bridge curb markers, for bridges with sidewalks	16.00 32.00

Endorsed: File #2500
Filed Dec 23, 1935
Earl Snell
Secretary of State.

#1735

33-1101

January 5, 1950

Hon. Earl Snell
Secretary of State
Building

Dear Sir:

This acknowledges receipt of your letter of January 2, enclosing three copies of a notice of claim by the Tum-A-Lum Lumber Company against Louis Johnson & Son, highway contractors, in the amount of $1023.06, for work on the Mill Creek bridge at The Dalles, otherwise known as State Highway Contract No. 1735.

We are forwarding copy of the notice to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MEL

January 5, 1956

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of notice of claim that has been filed in the office of the Secretary of State by the Tum-A-Lum Lumber Company, The Dalles, Oregon, against Louis Johnson & Son, highway contractors, it being in the sum of $1023.06 for work on the Mill Creek bridge at The Dalles, otherwise known as State Highway Contract No. 1735.

This notice is being sent you inasmuch as you appear as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MEL

Encl.

cc - Louis Johnson & Son

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 2, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed three copies of letters from the Tum-A-Lum Lumber Company covering their notice of claim against the bond taken from Louis Johnson & Son, principal, and Aetna Casualty & Surety Company, surety, for work on the Mill Creek bridge at The Dalles, which was filed in this office on November 21, 1935.

The Tum-A-Lum Lumber Company was forwarded a copy of Section 67-1101, Oregon Code 1930, outlining the proper procedure to be followed in filing notices of claim, but to date a more complete claim has not been filed in this office.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

EM
Encs. 3

COPY

TUM-A- LUM - LUMBER COMPANY
The Dalles, Oregon

November 20, 1935

Mr. Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are inclosing herewith a copy of our letter, dated October 21, 1935, to the Aetna Casualty & Surety Company, Bonding company for the contractor, Louis Johnson & Son, on the Mill Creek Bridge at The Dalles, together with a copy of our statement and claim.

We have been unable to get a reply from either the Contractor or the Bonding Company, and would appreciate it if you would let us know what further steps it will be necessary for us to take in order to get a settlement of this account.

Thanking you, we are

Yours very truly,

Tum - A- Lum Lumber Co.,
By S. A. Skirving.

SS:B

****

COPY

October 21, 1935

Aetna Casualty & Surety Company
Bates, Lively and Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that the undersigned furnished building materials to Louis Johnson & Son for the construction of the bridge across Mill Creek in The Dalles, to the amount of $1173.06, and only one payment of $150.00 has been received on it.

We are inclosing a copy of the Estimate and also an itemized statement of the account and will have to expect you to take such steps as are necessary for the settlement of our claim.

We understand that the State Highway has already notified you of our claim.

Yours truly,
Tum-A-Lum Lumber Company
By

SS:EB

Endorsed:File # 2497
Filed, Nov. 21, 1935
Earl Snell
Secretary of State.

33-1101

January 2, 1936

Mr. George A. Mercer
Adjuster, Aetna Casualty and Surety Company
Yeon Building
Portland, Oregon

Attention Carl V. Mauts

Dear Sir:

Reply is made to your letter of December 27 in regard to the Louis Johnson & Son contra ct, No. 1735, for the construction of a bridge over Mill Creek, in The Dalles.

The form of assignment submitted by you to cover the assignment of moneys earned by this contractor in connection with this job, is not sufficient for our purpose. It will be necessary for you to secure the contractor's signature on our standard assignment form, several copies of which are enclosed.

This contract is not yet completed. We still have a small retained percentage but this will not be released until the contractor has completed the job to our satisfaction. If necessary for state forces to complete this work, of course the cost thereof will be deducted from any amounts due the contractor. I am unable to state at this time what the final amounts will be.

Very truly yours,

Secretary

HBG:MBL

Encl.

Dec, 30, 1935

H. B. G.

In regard to the attached letters from K. E. Erickson Co. Inc. and Geo. A. Mercer, wish to advise that this contract has never been satisfactorily completed so has not been accepted. When the contractor quit had approximately $230.00 to complete the work. The retained percentage is $187.82. However, the Bridge Dept, would rather that these figures are not quoted as they intend to go in with state forces and complete the work and deduct it from the amount due.

J. McF.

---

application ... ly want to call your attention to provision ... application which reads in part as follows:

> "That the said company, as surety on said bond, as of this date, shall be subrogated to all rights, privileges and properties of the principal (s) do hereby assign, transfer and convey to said company all the deferred payments and retained percentages arising out of this contract and any and all monies and properties that may be due and payable to said principal (s)"

In view of the fact that there are bills outstanding chargeable to this contract which principal cannot pay and which may become liabilities under our bond, we feel that the assignment embodied in the application suffices for the payment of the money now in your hands to us as Surety. If for any reason it is necessary that you have any other form of assignment completed, please advise and we will appreciate your advising us at this time the date of acceptance of this contract.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mauty

CVM V

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON,
General Agents,
YEON BUILDING,
GEORGE A. MERCER, Adjuster.

PORTLAND, ORE.,
Dec. 27, 1935

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Louis Johnson & Son, Contract Bridge 2103
Contract No. 1735 - Job Prefix 33 KJ

Dear Sir:

This acknowledges your letter of December 21st, 1935.

We are inclosing photostatic copy of the original bond application signed by Louis Johnson. We particularly want to call your attention to provision four of the application which reads in part as follows:

> "That the said company, as surety on said bond, as of this date, shall be subrogated to all rights, privileges and properties of the principal (s) do hereby assign, transfer and convey to said company all the deferred payments and retained percentages arising out of this contract and any and all monies and properties that may be due and payable to said principal (s)"

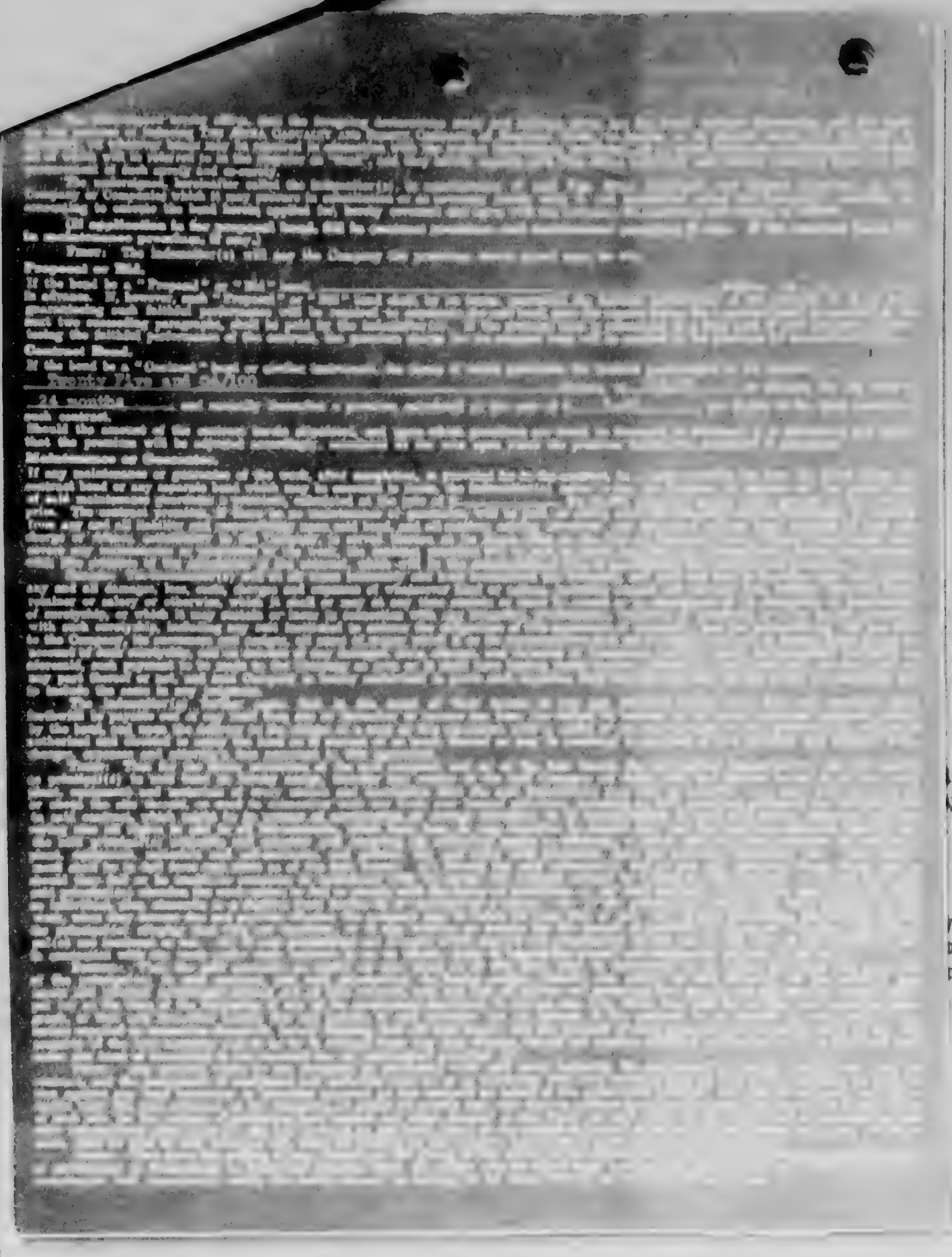
In view of the fact that there are bills outstanding chargeable to this contract which principal cannot pay and which may become liabilities under our bond, we feel that the assignment embodied in the application suffices for the payment of the money now in your hands to us as Surety. If for any reason it is necessary that you have any other form of assignment completed, please advise and we will appreciate your advising us at this time the date of acceptance of this contract.

Yours very truly,
George A. Mercer, Adjuster
By Carl V. Manty

CVM V

THE ÆTNA CASUALTY AND SURETY

APPLICATION FOR [illegible]



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33-1101

January 2, 1956

K. E. ERICKSON COMPANY, Inc.
Concord Building
Portland, Oregon

Attention H. M. Bransford, Secretary

Gentlemen:

Reference is made to your letter of December 26 in regard to your claim against Louis Johnson & Son, in the amount of $32.00, for curb markers for the Mill Creek bridge at The Dalles, furnished in connection with Contract No. 1755 for the construction of a bridge over said Mill Creek. It is noted that you desire the State Highway Commission to pay this claim out of moneys yet due the contractor.

We are sorry, but it is against our practice to pay claims against contractors in this manner. If the surety company acknowledges this claim, it appears to us that they should pay it direct in the event you are unable to secure settlement from the contractor.

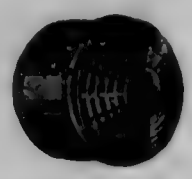
Very truly yours,

Secretary

HBG:MBL

INDIANAPOLIS, IND., 95 MASS. AVE. AGENTS All Over America PORTLAND, OREGON, CONCORD BLDG.

K. E. ERICKSON CO., INC.



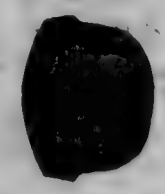
"BULLS-EYE"

Erickson System of Traffic Control

No Wiring : No Electricity : 100% Efficiency

STREET SIGNS & HIGHWAY SIGNS

AGREEMENTS MUST BE AUTHORIZED BY AND ACCOUNTS PAID TO PORTLAND OFFICE



"FLECTO-LITE"

Portland, Oregon,
December 26, 1935.

Oregon State Highway Commission,
Mr. H. B. Glaisyer, Secretary,
SALEM, OREGON.

Gentlemen:-

We have a claim against Louis Johnson & Son and the Aetna Casualty & Surety Co. for $[illegible].00, for curb markers furnished in connection with their contract with the State Highway Commission for the construction of a bridge over Mill Creek, near the Dalles, on the Columbia River Highway, Oregon, State contract 1735.

We filed our claim with the Secretary of State, as provided by the statute; but the Aetna Casualty & Surety Co., sureties, through their agents Bates, Lively & Pearson, Yeond Building, Portland, Oregon, advise us that there is still some five hundred dollars withheld by the State, and that they desire that you should pay our claim out of this fund.

They further state, if there is any question with you as to this, to advise them, and they will O. K. this claim for payment from such fund.

Will you kindly give this your prompt attention, and greatly oblige,

Yours truly,

K. E. ERICKSON CO., INC.,

By H. H. Stevenson, Secy.

HHS-S.

Copy of invoice enclosed.

M 3M-6-35

E-10 Boulevard Stop
In Line of Motorist's Vision

BULLS EYE REFLECTOR
ALSO PROVIDED WITH FLANGE FOR ERECTING ON POSTS

E-2 Safety Owl
Slow and Caution Signal

INVOICE (Copy)

K. E. ERICKSON CO., INC.

CONCORD BUILDING, PORTLAND, OREGON

STREET AND HIGHWAY TRAFFIC SIGNS
REFLECTOR PAVEMENT SIGNALS—HIGHWAY BULLS EYES

DATE July 29 1935
INVOICE NO. 10976
ORDER NO. ME Johnson
DATE OF ORDER 7-29
REQUISITION
30 DAYS NET
PRICES F. O. B. Portland
FACTORY AT
VIA John Day Truck

SOLD TO Louis Johnson & Son,
Bridge Contractors,
1524 S. E. 32d Place,
Portland, Oregon

shipped from "

SHIPPED TO same, The Dalles, Oregon

NO.	DESCRIPTION	PRICE	TOTAL
2	Reflective Bridge Curb Markers, for bridges with sidewalks	16.00	32.00

PRICE F. O. B. FACTORY: STRICTLY 30 DAYS NET
POSITIVELY NO CASH DISCOUNT
MAKE ALL CHECKS TO K. E. ERICKSON CO., INC. ONLY

may be made if necessary.

Very truly yours,

G. S. Paxson

FORM S-E-1 20152 1500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

33-1101

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

December 26, 1935.

Mr. M. Stephenson

Please arrange to have a state crew complete the work on the Mill Creek Bridge at The Dalles, as per the attached letter to Johnson dated December 5.

Since the cost of this work will be deducted from Mr. Johnson's final estimate, it will be necessary that a very complete record of the cost be kept.

Item No. 5 covering handrail entrance posts may not be properly chargeable to the bridge contractor. Please keep the costs on this particular item separate from all others so that adjustment may be made if necessary.

Very truly yours,

G. S. Paxson

FORM S-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

3319
23-1101

OREGON STATE HIGHWAY COMMISSION

SALEM
December 16, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. A. A. Kirkwood, Res. Engr.,
1436 S. W. Montgomery,
Portland, Ore.

NKOTEL.
State Highway Engineer

Dear Sir:

The following original detail maps of the Mill Creek Bridge Site are being delivered to you by Mr. Libby:

The 1" = 50' Bridge #2036 - March 27,1934
" 1" =100' " #2036 - Dec. 19, 1933
Also transect notes

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Libby
H.

CC to
R.H. Baldock
Glenn Paxson
W. E. Chandler

33-1101

#1735

December 14, 1935.

K. E. Erickson Co., Inc.
222 S. W. Stark Street
Portland, Oregon

Attention H. M. Bransford, Secretary

Gentlemen:

We are in receipt of your letter of December 11th, giving notice of your claim against Louis Johnson & Son in the amount of $52.00, for merchandise furnished them by you in connection with their contract with the State Highway Commission for construction of the Mill Creek bridge, Wasco County, and asking whether said notice is in form to protect your claim.

As we wrote you on November 22, notice given to us does not protect your claim. The matter should be taken up with Bates, Lively and Pearson, Yeon Building, Portland, agents for the bonding company (Aetna Casualty & Surety Company), and notice of claim should also be filed with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws 1951, a mimeographed copy of which we sent you with the letter above referred to.

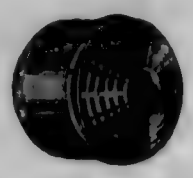
Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

INDIANAPOLIS, IND., 95 MASS. AVE. AGENTS All Over America ND. OREGON. CONCORD BLDG.



"BULLS-EYE"

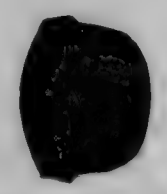
K. E. ERICKSON CO., INC.

Erickson System of Traffic Control

No Wiring : No Electricity : 100% Efficiency

STREET SIGNS & HIGHWAY SIGNS

AGREEMENTS MUST BE AUTHORIZED BY AND ACCOUNTS PAID TO PORTLAND OFFICE



"FLECTO-LITE"

Portland, Oregon,
December 11, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice hereby is given that the undersigned, K. E. Erickson Co., Inc., 222 S. W. Stark Street, Portland, Oregon, has a claim for merchandise furnished for the construction of a bridge over Mill Creek, near The Dalles, on the Columbia River Highway, Oregon, on State Contract 1735, consisting of two standard reflective bridge curb markers for bridges with sidewalks, in accordance with the specifications of the Oregon State Highway Commission, in the amount of $32.00, against the bond taken from Louis Johnson & Son, as principal, and Aetna Casualty & Surety Company, by Bates, Lively & Pearson, General Agents, with offices in the Yeon Building, Portland, Oregon, as surety. Claim not paid

Kindly protect our claim in the above matter, and oblige,

Very truly yours,

K. E. ERICKSON CO., INC.,

HMB;EF

By H. M. Bransford
H. M. Bransford, Secretary.

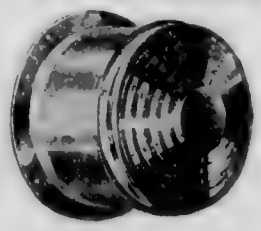
Answered 12-20th

Copy of invoice against Louis Johnson & Son attached.

Kindly advise if the above is in form to protect our claim.

M 3M-6-35

E-10 Boulevard Stop
In Line of Motorist's Vision



BULLS EYE REFLECTOR
ALSO PROVIDED WITH FLANGE FOR ERECTING ON POSTS

E-2 Safety Owl
Slow and Caution Signal

(Copy)

K. E. ERICKSON CO., INC.

CONCORD BUILDING, PORTLAND, OREGON

STREET AND HIGHWAY TRAFFIC SIGNS
REFLECTOR PAVEMENT SIGNALS—HIGHWAY BULLS EYES

DATE July 29 1935
INVOICE NO. 10976
ORDER NO. MEJohnson
DATE OF ORDER 7-29
REQUISITION

SOLD TO Louis Johnson & Son,
Bridge Contractors,
1524 S. E. 32d Place,
Portland, Oregon.

PRICES F. O. B. FACTORY AT 30 DAYS NET Portland "
shipped from

SHIPPED TO same, The Dalles, Oregon.

VIA John Day Truck

NO.	DESCRIPTION	PRICE	TOTAL
2	reflective bridge curb markers, for bridges with sidewalks	16.00	32.00

PRICE F. O. B. FACTORY: STRICTLY 30 DAYS NET
POSITIVELY NO CASH DISCOUNT
MAKE ALL CHECKS TO K. E. ERICKSON CO., INC. ONLY

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock
M. Stephensen

FORM S-S-1 2515x 1500 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOUVELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

33-A-1
33-11

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

December 3, 1935.

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please note attached copy of letter to Mr. Johnsen, concerning the Mill Creek Bridge at The Dalles.

We have repeatedly notified Mr. Johnsen of the work yet to be done to put this job in acceptable condition. In order to clear up the matter, we are taking the steps outlined in the attached letter.

We have in retained percentages sufficient money to more than cover the work outlined.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

NOTED
State Highway Engineer

GSP:AP

cc R. H. Baldock
M. Stephenson

#1735

33K7

November 22, 1935

K. E. Erickson Co. Inc.,
222 S. W. Start St.,
Portland, Oregon.

Attention: Mr. H. M. Bransford

Gentlemen:

Reference is made to your letter of November 19 in regard to your claim against Louis Johnson & Son for furnishing curb markers in connection with their contract with the State Highway Commission for construction of a bridge over Mill Creek, near The Dalles, on the Columbia River Highway

The contract to which you refer is State Highway Contract No. 1735. In connection therewith the contractor was required to furnish the State with a surety bond for the protection of claims incurred against the job, and to insure the satisfactory completion of the job. We offer this bond to you for the protection of your claim. It was written by the Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson, are general agents, with offices in the Yeon Building, Portland.

I would suggest that you take the matter up with Bates, Lively & Pearson, and also file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws, 1931, a mimeographed copy of which is enclosed for your further information.

Our records show that this job has not yet been finaled.

Yours very truly,

Secretary

HGG:D
Encl 1

November 22, 1935

Aetna Casualty & Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by Louis Johnson & Son in connection with their contract with the State Highway Commission for the construction of the Mill Creek Bridge, at The Dalles, we received information from K. E. Erickson Co. Inc., Portland, that they have a claim against Louis Johnson & Son for furnishing reflective curb markers for use in connection with the above mentioned job.

The amount of the claim was not stated.

Very truly yours,

Secretary

HBG:D
cc-Louis Johnson & Son,
1524 S.E. 32d Place,
Portland, Oregon.

...LIS. IND., 95 MASS. AVE. AGENTS All Over America ...IND.' OREGON, CONCORD BLDG.

K. E. ERICKSON CO., INC.

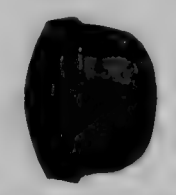
"BULLS-EYE"

Erickson System of Traffic Control

No Wiring : No Electricity : 100% Efficiency

STREET SIGNS & HIGHWAY SIGNS

AGREEMENTS MUST BE AUTHORIZED BY AND ACCOUNTS PAID TO PORTLAND OFFICE



"FLECTO-LITE"

Portland, Oregon,
November 19, 1935.

State Highway Commission,

SALEM, OREGON.

RECEIVED
NOV 20 1935
OREGON

Gentlemen:-

We are in need of some information, which we trust you may be willing to give us unless it causes you too much inconvenience.

We have been supplying reflective curb markers for the contractors constructing State bridges, and we have one account which is long past due.

It is our understanding that these contractors furnish a bond to the Commission, guaranteeing the payment of bills contracted in the construction of these bridges, and in case they fail to pay for supplies, that the vendor may apply to the bonding company for payment.

On July 29, we supplied reflective curb markers to Louis Johnson & Son for the Mill Creek bridge at the Dalles, for which we have been unable to make collection or to get any response to our inquiries, and are somewhat at a loss to know how to proceed.

If you will kindly give us any information that is pertinent, AT THE FOOT OF THIS LETTER, it will be appreciated.

Yours truly,

K. E. ERICKSON CO.INC.,

by H. M. Bransford.

H.M.B-B.

M 3M-6-35

E-10 Boulevard Stop
In Line of Motorist's Vision

BULLS EYE REFLECTOR
ALSO PROVIDED WITH FLANGE FOR ERECTING ON POSTS

E-2 Safety Owl
Slow and Caution Signal

#1735

SEPTEMBER
26
1935

Contract
No. 1735

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by Louis Johnson & Son in connection with their contract with the State Highway Commission for the construction of Mill Creek bridge near The Dalles, that there has been filed in this office by Tum-A-Lum Lumber Company, The Dalles, its claim amounting to $1150.00 against Louis Johnson & Son.

Yours very truly,

Secretary

MRG:ED
cc-Louis Johnson & Son
1574 S.E.32d Place
Portland, Oregon

SEPTEMBER
26
1935

Contract
No. 1735

Mr. S. A. Skirving, Manager,
Tum-A-Lum Lumber Company,
The Dalles, Oregon.

Dear Sir:

This acknowledges receipt of your communication of September 16th advising of your claim in the amount of $1150.00 for lumber, piling, etc., furnished Louis Johnson & Son in connection with their contract for the construction of the Mill Creek bridge, near The Dalles.

Louis Johnson & Son, contractors, were required to furnish the State with a surety bond for the protection of claims and to insure satisfactory completion of the contract. This bond was written by the Aetna Casualty & Surety Company, for whom Bates, Lively and Pearson, are agent, with offices in the Yeon Building, Portland. I am today notifying the bonding company of your claim; but would suggest that you also file your claim with the company and with the contractors. If you do not secure satisfaction by so doing, then file your claim with the Secretary of State in accordance with provisions of Chapter 280, Oregon Laws, 1931, mimeograph copy of which is enclosed for your information.

Yours truly,

Secretary

HLG:ED
Encl 1

TUM-A-LUM LUMBER COMPANY

THE DALLES, OREGON

RECEIVED
SEP 18 1935
OREGON STATE HIGHWAY COMM.

Sept. 16, 1935

Mr. C. B. Mc Cullough
Bridge Engineer
Salem Oregon

Dear Sir:

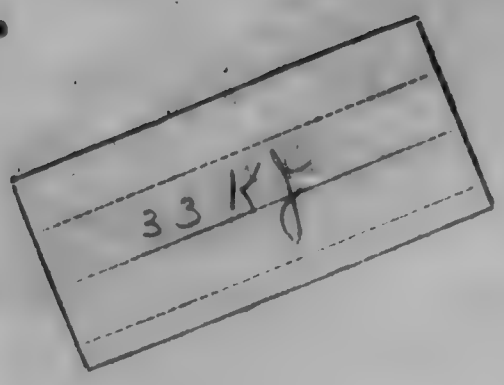
We furnished Louis Johnson & Son lumber piling, etc. on the State Highway, Mill Creek bridge here at The Dalles and he has failed to pay us anything except $150.00. He still owes a balance of about $1150.00.

Can you advise us what proceedings to go thru to insure payment of our claim. Also who is the Bonding Company on this job.

Yours truly
Tum*A*Lum Lumber Co.

S. A. Skirving Mgr.

SAS:MS



#1735

May 10, 1935

Louis Johnson & Son
1524 S.E. 32nd Place
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1735 awarded to yu on April 11, 1935, for the construction of a bridge over Mill Creek near The Dalles on the Columbia River Highway in Wasco County.

This copy is for your records and files.

Very truly yours,

HBG:OG

Secretary

33-1101

April 19, 1935

33-A

Louis Johnson & Son
1524 Southeast 32nd Place
Portland, Oregon

Gentlemen:

This letter is to inform you that we have just received notice from the State Industrial Accident Commission that they have no record of you in their Department in connection with the Oregon Workmen's Compensation Law; and also to inform you of the State Highway Commission's requirements relative thereto.

The State Highway Commission requires that all successful bidders on State Highway construction work shall accept the provisions of the Oregon Workmen's Compensation Law and carry on their jobs in strict compliance with the provisions of that law. The State Highway Commission will require you to comply with this requirement in connection with the contract awarded you on April 11th for the construction of a timber bridge over Mill Creek on the Columbia River Highway in the City of The Dalles, Wasco County. Please be guided by this information.

You may secure details concerning the compensation law by communicating with the State Industrial Accident Commission whose offices are in the State Office Building, Salem, Oregon.

Very truly yours,

HBG:OG

Secretary

33-1101

April 12, 1935

Louis Johnson & Son
1524 S. E. Thirty-second Place
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on April 11 for the construction of a bridge over Mill Creek on the Columbia River Highway in the City of The Dalles in Wasco County, and has awarded to you the contract for such work at your bid price of $2,504.25.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

LJ

cc Bridge Dept.

CONTRACT #1736

NRS 252 Yamhill Co. Line-Stratton Ranch, Grad., Surf. & Oiling 1935

1736

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
MAR 1938
OREGON
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRS 252 (1935)

Stencil No. 124
Yamhill County Line-Stratton Ranch section
Salem-Dayton Highway

March 2, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Appr 36050

Oregon U. S. Public Works Highway
Project No. NRS 252 (1935)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 8, 1935, by the Oregon State Highway Commission, and on July 23, 1935, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Public Works Highway Project No. NRS 252 (1935); and

WHEREAS, the said State Highway Commission has requested that the estimate of cost approved for said project be decreased from $40,025.70 to $40,025.00, and that the Federal funds approved and set aside to the credit of said project be increased from $4,700.51 to $37,296.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission and the Secretary of Agriculture that the estimate approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of thirty-seven thousand, two hundred ninety-six and no/100 dollars ($37,296.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of thirty-seven thousand, two hundred ninety-six and no/100 dollars ($37,296.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty thousand, twenty-five and no/100 dollars ($40,025.00), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 21st day of December, 1937, and the Secretary of Agriculture on the 11th day of February, 1938.

OREGON STATE HIGHWAY COMMISSION

By Henry F Cabell
Chairman, State Highway Commission

By E B Bledsoe
Member, State Highway Commission

By F L Lovelle
Member, State Highway Commission

SECRETARY OF AGRICULTURE,

By W M Jeary
Acting Chief, Bureau of Public Roads.

Oregon U. S. Public Works Highway
Project No. NRS 252 (1935)

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Highway Project No. OR8 252 (1935) State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $40,025.00 in lieu of the $4,700.51 approved by Cert. of July 23, 1935. as the total estimated cost of said project, and the sum of $37,296.00/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of February one thousand nine hundred and thirty-eight.

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE 8—4229

RECEIVED
DEC 20 1937
FOR FILING

December 16, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for Oregon USFW project NRS 252 (1935), Yamhill County Line-Stratton Ranch section, for signature and return to this office.

Enclosed is an approved copy of the detail estimate upon which the agreement was based.

After reserving $40,000 NRH (1935) funds for transfer on account of programming the new project NRS 213-H (1935), Nehalem River Bridge, there was insufficient NRH (1935) free funds showing on our books for this project. Accordingly we requested transfer of $2,715.14 NRH (1935) and $2,958.12 NRH (1935) instead of the $5,673.86 NRH (1935) as listed in your letter of December 1, 1937.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

Encl.

RECEIVED
JAN 19 1937
FOR FILING
252

January 18, 1937

Joplin & Eldon
P. O. Box 5686
Kenton Station
Portland, Oregon

Gentlemen:

This is to advise that your recent request for a remission of the charge of $669.59 assessed against you for extra engineering expense, in connection with the Yamhill County Line-Stratton Ranch Project, was given consideration by the State Highway Commission on January 7th, and that the request was denied by unanimous vote.

The original copy of final voucher which was returned by you with your letter is being returned to you herewith.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 15, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. G. Smith
Construction Engineer
Building

Dear Sir:

Consideration was given by the State Highway Commission at its meeting on January 7 to the request of Contractors Joplin and Eldon that the engineering costs, amounting to $669.59, assessed against them in connection with the Yamhill County Line-Straton Ranch Project, contract No. 1736, be remitted. The Commission denied the request by unanimous vote. I am returning the voucher to you herewith.

Very truly yours,

H B Glaisyer

Secretary

HBG:AM

cc - Mr. Baldock

H. G. SMITH
RECEIVED

FORM 2-A-1 10M 10-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 5th, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

In regard to the request of Joplin & Eldon that the engineering costs of $666.59 be remitted on the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Highway, Contract 1736.

Mr. Eason's letter of August 16th, 1935 recommended that additional time be given and that the contractor be assessed the engineering costs, but that the $50 per day penalty for non-completion be waived. The major delay was caused by the fact that the contractor, in order to effect a slight saving, ordered a multiplate culvert shipped by water from the east coast; whereas, there was material of this nature stocked in Portland. In addition, the pipe was incorrectly ordered and had to be refabricated upon arrival. This caused the suspension of work during the greater part of the construction season, and even after the culvert was received the work was not pushed in a manner to make up for the delay, as evidenced by W. H. Lynch's letter of complaint over the poor progress, which is attached.

Due to the non-completion of the surfacing by September, it was first decided to postpone the oiling until the summer of 1936, but at the repeated request of the contractor to substitute RC cutback for No. 3 road oil, they were permitted to finish the work late in the fall. While the oiling turned out to be a satisfactory job, this was only accomplished by the use of considerable more cutback than would have been necessary had it been done in the summer season.

During the last three years, Joplin & Eldon have been very slow in organizing their jobs and getting them underway. This has resulted in considerable overrun of time limit and caused considerable additional engineering expense and bother to the traveling public. In view of the fact that the Division Engineer assessed these engineering costs only after the most careful consideration, I see nothing in Joplin & Eldon's argument to warrant a revision of the original recommendations. However, very few engineering penalties have been assessed in recent years, and I, personally, have no objection if the Commission feels it desirable to remit this to Joplin & Eldon in line with their other policies.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Public Roads
District No. 1

COPY

August 14, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

It was noted during a recent inspection of the Yamhill County Line-Stratton Ranch section of the Salem-Dayton Highway, Oregon U. S. Public Works project NRS 252-A, that progress for the past month has been poor due to lack of equipment and labor. It was evident in July that due to slow progress in completing the multi-plate pipe that it would be necessary to push the job with considerable vigor to insure completion within the time limit. Apparently this has not been done, and would suggest that the contractor be required to take immediate steps to expedite the work on this project.

Very truly yours,

W. H. LYNCH
District Engineer

C. JACKSON ELDON

JOPLIN & ELDON
CONTRACTORS

P. O. BOX 5666 (KENTON STA.)
PORTLAND, OREGON.

RECEIVED JAN 4 1937

H. G. Smith
Bullock draws a report on this for consideration by Commission on Jan. 7 if possible.

December 30, 1936.

Highway Engineer,

urning herewith the final estimate for the
he Yamhill County Line- Stratton Ranch Section
ghway under contract No. 1736.

t signed either the estimate or the release
ere is attached to and deducted from the gross
cess engineering costs amounting to $669.59.
bill to be an equitable or just charge against

pal reason for the delay in the completion of
inability to obtain locally the necessary steel
ld the culvert at King Creek. This material
was brought from the eastern part of the United States. It required approximately eight weeks to accomplish this which necessarily delayed the rest of the work accordingly. In this connection we call attention to the provision (Paragraph 7, page 28, Contract)for a pre-molded compressible collar to be installed at the ends of the pipe at its junction with the concrete headwalls. When it became evident to your department that this pre-molded collar of the specification for "Premolded Expansion Joint Filler" would not produce a satisfactory expansion joint we purchased a drum of N-13 F Master Emulsion and from it constructed, on the ground, a joint that was satisfactory to your engineer. This extra cost was $18.60 with no allowance for cartage or labor.

In the matter of oiling we agreed to and did substitute RC-3 Cutback asphalt for the 95# Road Oil and permitted a deduction of $1.00 per Ton therefor. We also wish to mention that during October considerable "Extra Work" for seeding slopes &c. was done for which the engineering expense is charged.

In view of the fact that we co-operated with your department in everyway possible, that you got an excellent culvert job, that the whole project as finished and even to-day is appreciably above par, we feel that the assessment of this amount of excess engineering costs is patently out-of-line. We respectfully ask that it be remitted.

Yours very respectfully,

JOPLIN & ELDON

BY C. JACKSON ELDON

CJE

W. T. JOPLIN

C. JACKSON ELDON

JOPLIN & ELDON
CONTRACTORS

P. O. BOX 5686 (KENTON STA.)
PORTLAND, OREGON.

JAN - 1937

December 30, 1936.

R. H. Baldock, State Highway Engineer,
Salem, Oregon.

Dear Sir;-

We are returning herewith the final estimate for the work of constructing the Yamhill County Line- Stratton Ranch Section od the Salem-Dayton Highway under contract No. 1736.

We have not signed either the estimate or the release for the r ason that there is attached to and deducted from the gross estimate a bill for excess engineering costs amounting to $669.59. we do no consi er this bill to be an equitable or just charge against us on this work.

The principal reason for the delay in the completion of this contract was our inability to obtain locally the necessary steel plate with which to build the culvert at King Creek. This material was brought from the eastern part of the United States. It required approximately eight weeks to accomplish this which necessarily delayed the rest of the work accordingly. In this connection we call attention to the provision (Paragraph 7, page 28, Contract)for a pre-molded compressible collar to be installed at the ends of the pipe at its junction with the concrete headwalls. When it became evident to your department that this pre-molded collar of the specification for "Premolded Expansion Joint Filler" would not produce a satisfactory expansion joint we purchased a drum of N-13 F Master Emulsion and from it constructed, on the ground, a joint that was satisfactory to your engineer. This extra cost was $18.60 with no allowance for cartage or labor.

In the matter of oiling we agreed to and did substitute RC-3 Cutback asphalt for the 95# Road Oil and permitted a deduction of $1.00 per Ton therefor. We also wish to mention that during October considerable "Extra Work" for seeding slopes &c. was done for which the engineering expense is charged.

In view of the fact that we co-operated with your department in everyway possible, that you got an excellent culvert job, that the whole project as finished and even to-day is appreciably above par, we feel that the assessment of this amount of excess engineering costs is patently out-of-line. We respectfully ask that it be remitted.

Yours very respectfully,

JOPLIN & ELDON

BY C. J. ELDON

CJE

Cross Referenced To
174-C
and 25

April 15, 1936.

GENERAL AMERICA COMPANIES
601 Board of Trade Building
Portland, Oregon

Attention Ford Knutsen, Special Agent

Dear Sirs:

Reference is made to your letter of April 10, in regard to State Highway Contracts Nos. 1736, 1768, 1780.

Contract No. 1736 was with Joplin & Eldon and was for grading, surfacing and oiling the Yamhill County Line-Stratton Ranch Section on the Salem-Dayton Secondary Highway, Polk County. The records show that this job was completed October 16, 1935 and was accepted by the State Highway Commission on October 28, 1935. Payment for this work has been made by the Commission, except the final amountof $324.06. The voucher effecting this payment was sent to the contractor January 23, 1936, but has not yet been returned for payment.

Contract No. 1768 is with Joplin and Eldon and covers the construction of a bridge over Eagle Creek on the Columbia River Highway near Bonneville. The records show that the contractor has earned $59,289.37 and that our retained percentage is $6,556.13. The total amount paid to the contractor is $52,733.24. Estimate #4 for work performed during the month ending March 10 in the amount of $22,390.31 is now in the course of payment. We expect that the warrant will be ready to deliver to the contractor within the next week or ten days.

Contract No. 1780 is with Joplin & Eldon and covers construction of a bridge over Spanish Hollow Creek and the O.W.R.& N.Co. tracks on the Columbia River Highway, in Sherman County. This contract was awarded November 7, 1935. The contractors have earned $18,177.90 and they have been paid $15,451.21, leaving a retained percentage of $2,726.69. The current estimate for work performed during the month ending March 10, amounting to $2,033.38, was mailed to the contractor on April 6.

I trust that this information is what you desire.

Very truly yours,

Secretary

HBC:MBL

April 11, 1936

H. B. G.

On Cont. #1736 - Yamhill Co.-Line-Stratton Ranch Section - this work was completed Oct, 16, 1935 - was accepted Oct, 28, 1935 - Final voucher in the sum of $324.06 was mailed the contractors for signature on Jan, 23, 1936 - Has not yet been returned.

On Cont. #1780 - Bridge over Spanish Hollow in Sherman Co. the contractors have earned $18,177.90 - Retained percentage is $2,726.69 and they have been paid $15,451.21. Last estimate was for work performed to March 10th $2,033.38 and the warrant was mailed on April 6, 1936.

I am unable to check their figure of $24,233.24. Do not think that they know exactly what they want and until then we cant answer them other than the above information.

J. McF.

#1768 - Mult. Co. - Orig. Cont. Jan. Amount Earned - $59,289.37 - Retained #6,556.13 - Total paid - $52,733.24 Est. #4 to March 10 - $22,390.31 - Voucher Ready for Commission to Sign

Dear Sir:

Re: Joplin & Eldon; State of Oregon Contract #1768, our bond No. 10426A - Eagle Creek Project.

State of Oregon Contract No. 1736 & No. 1780

According to the information we have the retainage on contract No. 1768 February 20 estimates is $5,354.63; on contract No. 1780 the February 20, the estimate of retainage is $2,367.85. In addition we are advised that the material and labor furnished on both contracts that there is a progress payment due March 10 estimated at $24,233.24.

We are also advised that they have contract No. 1736 on which the retainage on the semi final estimate is $324.06.

On these contracts we would appreciate your advising us if these items are correct and if the contract No. 1736 has been completed. At the same time we would like to know how the work on these jobs is progressing and the percentage completed.

Thanking you for this information, we are

Very truly yours,

ANSWERED H. B. G.

GENERAL AMERICA COMPANIES

By Ford Knutsen

Special Agent

FK:es

#1736 (-C) Not Vouchd
#1780 - Shermans

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES – SEATTLE, WASHINGTON

H. K. DENT
PRESIDENT

OREGON SERVICE OFFICE
601 BOARD OF TRADE BUILDING
PORTLAND, OREGON

APR 11 1936

Portland, Oregon
April 10, 1936

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

Re: Joplin & Eldon; State of Oregon Contract #1768,
our bond No. 10426A - Eagle Creek Project.

State of Oregon Contract No. 1736 & No. 1780

According to the information we have the retainage on contract No. 1768 February 20 estimates is $5,354.63; on contract No. 1780 the February 20, the estimate of retainage is $2,367.85. In addition we are advised that the material and labor furnished on both contracts that there is a progress payment due March 10 estimated at $24,233.24.

We are also advised that they have contract No. 1736 on which the retainage on the semi final estimate is $324.06.

On these contracts we would appreciate your advising us if these items are correct and if the contract No. 1736 has been completed. At the same time we would like to know how the work on these jobs is progressing and the percentage completed.

Thanking you for this information, we are

Very truly yours,

ANSWERED
4-14 H. B. G.

GENERAL AMERICA COMPANIES

By Ford Knutsen
Special Agent

FK:es

#1736

252

[illegible] WEEKLY REPORT

December 10, 1935.

Hartford Accident & Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Building

#1736 - [illegible] Oct. 16, 1935
accepted - Oct. 28, 1936

#1736

252

December 10, 1935.

Hartford Accident & Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1736, for the construction of the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Secondary Highway in Polk and Yamhill Counties, has been completed by the contractors, Joplin & Eldon, Box 5686, Kenton Station, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after December 20, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $36,231.84, including the final payment. Of this amount $162.08 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

J1:CE

Form 338—4M—8-38.

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending Nov 30, 1935

Section Grading Siuslaw River Bridge — Kind of work Grading, Surfacing, Oiling

Highway Salem-Dallas Secondary — Section prefix 12-L-12

Contractor Lee Lund Elder — Contract number 1736

Date of contract April 1, 1935 — Date of completion Aug 31, 1935

Date work started April 22, 1935 — Estimated date of completion Oct 16, 1935

Amount of contract . . . . . $ 36381.00 — Per cent of time elapsed ..... %

Estimated cost of completed project, exclusive of engineering . . . . . $ 35432.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 2471.66, ... % — Date project was completed Oct 16, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Left this Section & returned to Salem Nov 27.

NOTED

JUN

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	13.8			13.8	
Miles partially completed					
Miles completed	13.8			13.8	
Total estimated quantities	22000				
Estimated quantities moved or placed to date	22000			59.333 TONS	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM S-A-1 6M 8-35

COMMISSIONERS:
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

252

OREGON STATE HIGHWAY COMMISSION

SALEM

November 2, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. E. Chandler
Division Engineer Office
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

The attached bill for 75 cubic yards of gravel delivered to the barnyard on the Stratton Ranch has been received from Joplin & Eldon, Contractors.

Will you please report on the necessity for this purchase, and if the bill is valid take the proper steps towards its payment.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:R
Enc.

cc to: R. H. Baldock

FORM S-S-1 1M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

SALEM

November 1, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

27-5
127-61

NOTED

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

Attention: Mr. H. G. Smith.

Dear Sir:

There are attached hereto 8 blue prints of the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Secondary highway on which are shown in colored pencil two portions of old highway right of way lying outside of the new right of way, which are to be retained by the State. The parcels may be described as follows:

Parcel "B"--Easterly side of highway between Stations 542+90 and 571+70.

Parcel "A"--Westerly side of highway between Stations 611+50 and 624+00.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock
J. M. Devers

252 A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

November 1, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Ore. USPW Proj. NRS 252-A (1935), Yamhill Co. Line-Stratton Ranch Sec., Salem-Dayton Hwy., Yamhill & Polk Counties, was made by a representative of this office on October 26, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Highway Engineer

252

October 30, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed one original and two copies of Price Agreement No. 2 under Contract No. 1736, covering work on the Ione Hill County Line-Stratton Ranch Section, Project No. NRS 252 (1935).

Our interpretation of Mr. MacDonald's memorandum of September 3, 1935 is that an item such as this can be included in the final voucher as a substitute item for the agreement estimate item of "No. 3 Road Oil in Place" without the necessity of submitting a substitute estimate and it is our plan to request payment for the item in that manner.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

FORM S-S-1 25400 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

252

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

October 23, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

NOTED
State Highway Engineer

Attention: Mr. H. S. Glaisyer.

Dear Sir:

Herewith the request for extension of time by Joplin & Eldon, contractors on the Salem-Dayton Secondary Highway, contract No. 1736.

Due to the poor progress that has been made on this job and the fact that the contractors have been repeatedly notified, I recommend that this contract be extended and that engineering be charged from the date of completion mentioned in the contract.

Yours very truly,

Wm. E. CHANDLER,
Division Engineer.

WEC:EM
cc R. H. Baldock

FORM S-S-1 23490 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2520

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

August 24, 1935.

IN REPLY PLEASE REFER TO FILE NO.

127-1008

Joplin & Eidon, Contractors,
P. O. Box 5686,
Kenton Station,
Portland, Oregon.

Gentlemen:

Please be advised that your subcontract with Oscar Butler & Son for loading gravel backfill and surfacing on the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Highway, Contract No. 1736, is approved.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock
H. G. Smith
H. C. Broadwell

FORM S-A-1 58101 5M 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
C. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

#1736

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

25-2

OREGON STATE HIGHWAY COMMISSION

SALEM

August 23, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I am returning you request for an extension of time by Joplin & Eldon, Contractors, for the Salem-Dayton Secondary Highway in Yamhill and Polk Counties, contract No. 1736.

This extension is being held in abeyance pending an agreement with Joplin & Eldon concerning the oiling of the project. It is quite apparent they are not going to finish in time for the oiling this fall, and they have been requested to appear in person to discuss the arrangement for extending their contract until Spring. When these arrangements are perfected you will be advised.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By H G Smith

H. G. Smith,
Construction Engineer.

Dictated by
H.G. Smith
H

CC to
H.R. Baldock

NOTED
H. B. GLA...

Fwd. Supervision
Submitted

#1736

C. JACKSON ELDON

JOPLIN & ELDON
CONTRACTORS

P. O. BOX 5686 (KENTON STA.)
PORTLAND, OREGON.

August 9, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Subject;- Salem-Dayton Secondary Highway
Extension of Time-
Contract No. 1736

Gentlemen;-

Application is hereby made for an extension of time to September 30th. 1935, in which to complete the construction of the Polk and Yamhill County Line- Stratton Ranch Section of the Salem-Dayton Secondary Highway in Yamhill and Polk Counties.

Our Reason for asking for this extension of time is that there was considerable delay in the furnishing of the material used in the Construction of the multiple plate corrugated metal culvert. This material had to be brought from the factory in the eastern part of the United States. Some eight weeks were required which retarded the other operations accordingly.

We anticipate being able to complete the entire project within the time herein asked and submit the above for your consideration.

Yours very respectfully,

JOPLIN & ELDON

BY C. J. ELDON

The undersigned, being surety for Joplin & Eldon on the above mentioned contract, hereby agree to extension of time asked and the continuance of the partial payments under the contract without in any way voiding or invalidating the bond.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

ATTORNEY IN FACT.

JEWETT, BARTON, LEAVY AND KERN

BY

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, 720 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA

JOY LICHTENSTEIN
VICE-PRESIDENT

A. C. POSEY
ASSISTANT MANAGER

JEWETT, BARTON, LEAVY & KERN
GENERAL AGENTS
LEWIS BUILDING
PORTLAND, OREGON

August 9th,1935.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

At the request of Joplin and Eldon, we are enclosing application for extension of time in connection with the Salem-Dayton Secondary Highway, Contract No. 1736, and our consent thereto.

Very truly yours,

JEWETT, BARTON, LEAVY & KERN

By _____

Agents, Hartford Accident and Indemnity Company.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

FORM S-A-1 21948 3M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

41

OREGON STATE HIGHWAY COMMISSION

SALEM

August 23, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I am returning you request for an extension of time by Joplin & Eldon, Contractors, for the Salem-Dayton Secondary Highway in Yamhill and Polk Counties, contract No. 1736.

This extension is being held in abeyance pending an agreement with Joplin & Eldon concerning the oiling of the project. It is quite apparent they are not going to finish in time for the oiling this fall, and they have been requested to appear in person to discuss the arrangement for extending their contract until Spring. When these arrangements are perfected you will be advised.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith,
Construction Engineer.

Dictated by
H.G. Smith
H

CC to
H.R. Baldock

FORM S-A-1 51045 3M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 19, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Joplin & Eldon, Contractors,
Box 5[illegible]6,
Portland, Oregon.

Gentlemen:

With regard to the extension of time which you recently requested for the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Highway.

Mr. Baldock is very much dissatisfied with the lack of progress on this job, which will make oiling impossible this season, and therefore is unwilling to extend your time until satisfactory arrangements are made for carrying the job over the winter. He therefore requests a conference with you at your earliest convenience.

Yours very truly,

R. H. BALDOCK,
State Highway Engineer.

By

H. G. SMITH,
Construction Engineer.

HGS/AM
cc R. H. Baldock
Wm. E. Chandler

FORM 0-0-1 53400 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

127 P1

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

August 17, 1935.

IN REPLY PLEASE REFER TO FILE NO.

127 PF

Mr. J. M. Devers,
Attorney,
Offices.

Dear Sir:

We hand you herewith a copy of a proposed subcontract between Joplin & Eldon and Oscar Butler and Son for loading gravel backfill and surfacing on the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Secondary Highway, Contract No. 1736. This subcontract has been rewritten and now appears to fulfill our requirements. May we have your approval as to form?

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock
H. G. Smith

FORM S-G-1 83480 500 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER

SALEM

August 16, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. C. Smith,
Construction Engineer,
O f f i c e.

Dear Sir:

There is returned to you herewith the application of Joplin & Eldon for an extension of time on their Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Highway.

Please refer to my letter of August 8 to Joplin & Eldon. It appears now, and evidently the contractor confirms that conclusion, that the work can not be completed until the last of September. His argument for extension is based on his statement that culvert material for the multi-plate culvert was not available in this vicinity and he had to ship the material from the East. We are assured by one of the pipe companies that this is not a fact and that the material was available in Portland for the construction of this culvert, and the work could have been gotten underway immediately.

However, if the contractor had decided that he preferred to ship material from the East, he must have taken this into consideration when the job was bid in, and he signed the contract to complete same on the date specified. Even though the material had to be shipped from the East, there could have been a great saving in time from rail shipment over water shipment.

I would recommend, therefore, that, as stated to them in my letter above referred to, the oiling work be not permitted this fall and deferred until suitable weather prevails in the early summer of 1936; that an extension of time be granted to cover all grading and surfacing work to the end of September, as requested, and additional time for the oiling to May 31, 1936; and that the contractor be penalized to the extent of the additional engineering costs entailed. The contract does, of course, include the $10.00 a day penalty for non-completion on the specified time.

Yours very truly,

Wm. E. Chandler,
Division Engineer.

by

F. E. EASOM
Assistant Division Engineer.

FEE:Ad
cc R. H. Baldock

FORM S-S-1 33480 500 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

August 14, 1935.

IN REPLY PLEASE REFER TO FILE NO.
127 PF

Joplin & Elden,
P. O. Box 5686,
Kenton Station,
Portland, Oregon.

Gentlemen:

We wish to advise that your subcontract with Gus Reichow for hauling in trucks the gravel and backfill materials on your Contract No. 1736, Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Secondary Highway, has been approved.

Your proposed subcontract with Oscar Butler & Son for loading the gravel and backfill materials on this same contract is not approved for the reason that it does not conform with the requirements of this Department. The copy submitted is being returned herewith for correction and resubmittal. For your convenience and information, we are attaching hereto a sample form of agreement that will meet all requirements for subcontracts.

In connection with these subcontracts, please send us a letter requesting permission to perform the work in this manner and setting forth the qualifications of the proposed subcontractors. Also kindly furnish Mr. H. C. Broadwell, our resident engineer at Newberg, with copies of both subcontracts.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock
H. G. Smith
H. C. Broadwell

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. NRS 252 (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

August 3, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Hwy 26050

Form P. R. 2

U. S. Public Works Hwy.

State Oregon

Project No. HRS 252 (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of July, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.) approved June 16, 1933, and act approved June 18, 1934 (Public No. 383, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 9th day of March, 1935, a project statement, which was approved by the Secretary on the 16th day of March, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section Unit said project which were recommended for approval by the United States District Engineer on the 27th day of March, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, seven hundred and 51/100

dollars ($ 4,700.51) as the share of the United States payable under said act on account of Section Unit said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

9—8518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934 (Public (Include date and citation of

No. 383, 73rd Congress), and any part thereof not provided from such funds shall act of legislature by which authorized)

be met from State funds available to the State Highway Department under Chap. 175 Laws of 1917 and Chap. 31, Laws of 1920 and Chap. 248, Laws of 1931.

(*b*) From other sources _____

_____

_____

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 541+00, a point in the NW 1/4 Section 4, T. 6 S., R. 3 W., and survey station 613+70, a point in the SE 1/4 Section 8, T. 6 S., R. 3 W., W. M.,

_____

_____

_____

_____, length 1.379 miles, in Yamhill and Polk County, being ~~Section~~ of Oregon U.S.Pub.Wks.Hwy. project No. NRS 252/(1935), consisting of 1.379 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~ known locally as the Yamhill County Line-Stratton Ranch section of the Salem-Dayton Highway.

5--5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of Section~~ ..... of said project shall not in any event exceed the sum of four thousand, seven hundred and 51/100 ..... dollars ($ 4,700.51), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty thousand, twenty five and 70/100 ..... dollars ($ 40,025.70), the approved total estimated cost ~~of Section~~ ..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer .....

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon .....

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: .....

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 248 Laws of 1931.

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23d day of July, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E. B. Aldrich

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

S 2513

Form PR. 2—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. PRS 252 (1935), State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 40,025.70 as the total estimated cost of said project, and the sum of $ 4,700.51 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 23d day of July one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 2—4829

Const. Culverts

H 1736

June 27, 1935

The Collins Concrete and Steel Pipe Company
North Albina and River Streets
Portland, Oregon

Gentlemen:

In compliance with the request contained in your letter of June 22nd, addressed to Mr. Fimkbiner, we are sending herewith a copy of the specification for the gasket or mastic joint required between the multiplate pipe and the concrete headwalls for the large pipe culvert being installed by your company on the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Secondary Highway.

The joint filler material is the asphalt type of filler that was used for many years as a filler for the expansion joints in concrete pavements. It is not, however, the type of filler which we are now using.

Names and addresses of material dealers who can furnish this material can be obtained from any of the paving contractors in Portland.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

TELEPHONE WALNUT 7670

Collins Concrete and Steel Pipe Co.

SUCCESSOR TO

COLLINS CONCRETE PIPE COMPANY

CORNER N. ALBINA AND RIVER
PORTLAND, OREGON

J. J. COLLINS, PRESIDENT

N. M. FINKBINER
NOTED

June 22, 1935.

RECEIVED TO
FILE
OFFICE OF MATERIALS

Mr. N. M. Finkbiner, Engineer of Materials,
Oregon State Highway Commission,
Salem,
Oregon.

Dear Sir:

We understand that there is a special gasket used in conjunction with a corrugated iron collar for making a water tight connection on corrugated iron syphon pipe culverts.

If you have plans and details on this, we would like to have same at your earliest convenience.

Yours truly,

COLLINS CONCRETE AND STEEL PIPE CO.

By Ray Collins

RAC:B

RECEIVED
JUN 1935
OREGON STATE HIGHWAY COMMISSION

May 10, 1935

Saplin & Eldon
P.O. Box 5686, Kenton Station
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1736 awarded to you on April 15, 1935, for the grading, surfacing and oiling of the Yamhill County Line-Stratton Ranch Section of the Salem-Dayton Secondary Highway in Polk and Yamhill Counties.

This copy is for your records and files.

Very truly yours,

HBG:OG

Secretary

Oregon State Highway Department

U. S. Public Works
Project No. NRS 252 (1935)

YAMHILL COUNTY LINE-SPARTAN RANCH SECTION

OF THE SALEM-DAYTON HIGHWAY IN YAMHILL & POLK COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 17, 1935

All Required		Clearing and Grubbing		$1,500.00
30	dia. ft.	Felling Danger Trees	$4.00	120.00
1,200	cu. yds.	Trench Excavation	1.00	1,200.00
23,000	" "	Excavation, Single Classification	0.22	5,060.00
29,000	yd. sta.	Overhaul	0.02	580.00
1,300	yd. mi.	Truck Haul	0.20	260.00
1.38	miles	Finishing Roadbed & Slopes	300.00	414.00
2,300	lin. ft.	Rounding Cutbanks	0.10	230.00
2,400	" "	8" Perforated Concrete Pipe	0.60	1,440.00
140	" "	12" Corrugated Iron Pipe	1.20	168.00
110	" "	18" " " "	1.75	192.50
350	cu. yds.	Rock Backfill for Drains	1.75	612.50
9,400	" "	Selected Roadbed Topping	0.80	7,520.00
400	" "	Salvaging Surfacing Materials	0.85	340.00
3,000	" "	Crushed Gravel Surfacing	1.50	4,500.00
600	" "	Filler	0.30	180.00
600	yd. mi.	Hauling Filler	0.20	120.00
400	M-Gals.	Sprinkling	1.60	640.00
900	cu. yds.	Mineral Aggregate in Place	4.00	3,600.00
18	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	540.00
56	"	No. 3 Road Oil in Place	29.00	1,624.00
150	lin. ft.	105" Corrugated Iron Pipe	33.00	4,950.00
22	cu. yds.	Class "D" Concrete	23.00	506.00
1,500	lbs.	Metal Reinforcement	0.06	90.00
			Sub-total	$36,387.00
			10% Engr. & Cont.	3,638.70
			Total	$40,025.70
		Length	1.379 miles	
		Cost per mile	$29,025.16	

NRS Funds Requested- $ 4,700.51
State Funds- 35,325.19

$40,025.70

State Funds for Constr.: Chap. 175, laws 1917; Chap. 41, laws 1920; Chap. 248, laws 1931
State Funds for Maint.: Chap. 41, laws 1927; Chap. 248, laws 1931

NRS 252
1036

April 18, 1935

Joplin & Elden
P. O. Box 5686, Kenton Station
Portland, Oregon

Gentlemen:

For use in connection with the Yamhill County Line-Stratton Ranch grading, surfacing and oiling project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employment of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Dallas, Oregon, and the National Reemployment Office, Old Post Office Building, Portland, Oregon. Both of these agencies are to furnish men on this project. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of these employment offices at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

cc Mr. W. E. Chandler
Mr. H. C. Broadwell

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

April 15, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Acting Chief of Bureau on March 16, 1935, approved the project statement for Oregon U. S. Public Works Highway Project No. NRS 252, involving the improvement of 1.4 miles of the Yamhill County Line-Stratton's Ranch section of the Salem-Dayton Highway in Yamhill and Polk Counties.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

April 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in the award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 252 (1935), Yamhill County Line-Stratton Ranch section of the Salem-Dayton Secondary Highway, to Joplin & Eldon, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

252

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 29, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Confirming Mr. Probert's conversation with Mr. Davis, the following set-up of funds has been made for the projects indicated:

NRS 252 (1935) - $1,000 NRS funds and $42,044.10 State funds.
NRS 253 (1935) - $1,000 NRS funds and $3,719.00 State funds.

As explained to Mr. Probert, it has been necessary to reduce the NRS funds requested because there is not sufficient money available to make the requested set-up.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

March 27, 1935

RECEIVED
MAR 28 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works highway project NRS 252 (1935), the Yamhill County Line-Stratten Ranch section of the Salem-Dayton Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

Federal

March 23, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Enclosed herewith are six copies of estimate to accompany plans for the Yamhill County Line-Stratton Ranch Section, Project No. NRS 252 (1935)

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRS 252

YAMHILL COUNTY LINE-SHERIDAN RANCH SECTION

OF THE SALEM-DAYTON HIGHWAY IN YAMHILL

AND POLK COUNTIES

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, March 23, 1935

All Required		Clearing and Grubbing		$ 600.00
30	dia. ft.	Felling Danger Trees	$ 1.50	45.00
1,200	cu. yds.	Trench Excavation	1.00	1,200.00
23,000	cu. yds.	Excavation, Single Classification	0.27	6,210.00
29,000	yd. sts.	Overhaul	0.02	580.00
1,300	yd. mi.	Truck Haul	0.15	195.00
1.38	miles	Finishing Roadbed and Slopes	200.00	276.00
2,300	lin. ft.	Rounding Cutbanks	0.10	230.00
2,400	lin. ft.	8" Perforated Concrete Pipe	0.60	1,440.00
140	lin. ft.	12" Corrugated Iron Pipe	1.50	210.00
110	lin. ft.	18" Corrugated Iron Pipe	2.50	275.00
350	cu. yds.	Rock Backfill for Drains	1.00	350.00
9,400	cu. yds.	Selected Roadbed Topping	1.00	9,400.00
400	cu. yds.	Salvaging Surfacing Materials	0.80	320.00
3,000	cu. yds.	Crushed Gravel Surfacing	1.80	5,400.00
600	cu. yds.	Filler	0.50	300.00
600	yd. mi.	Hauling Filler	0.20	120.00
400	M-Gal.	Sprinkling	2.00	800.00
900	cu. yds.	Mineral Aggregate in Place	3.00	2,700.00
18	tons	Emulsified or Cutback Asphalt in Seal Coat	35.00	630.00
56	tons	No. 3 Road Oil in Place	35.00	1,960.00
66	tons	Tar in Place	30.00	(Alternate)

CONCRETE BOX CULVERT AT KING CR. (ALTERNATE)

240	cu. yds.	Class "D" Concrete	22.00	(Alternate)
23,000	lbs.	Metal Reinforcement	0.06	(Alternate)

CORR. IRON PIPE AT KING CR. (ALTERNATE)

150	lin. ft.	105" Corr. Iron Pipe	35.00	5,250.00
22	cu. yds.	Class D" Concrete	25.00	550.00
1,500	lbs.	Metal Reinforcement	0.06	90.00

Sub-total		$ 39,131.00
10% Engr. & Cont.		3,913.10
Total		$ 43,044.10
Length	1.379 miles	
Cost per mile	$ 31,213.99	

RFC Funds Requested	$ 16,000.00
State Funds	27,044.10
	$ 43,044.10

March 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Yamhill County Line-Stratton's Ranch Section of the Salem-Dayton Highway to which has been assigned No. NRS 252 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. [redacted]
(Not to be filled in)

Form PR, 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
~~NATIONAL RECOVERY HIGHWAY ACT~~
~~FEDERAL AID ROAD ACT~~
~~Approved June 11, 1916, and acts amendatory thereof and supplementary thereto.~~
Approved June 16, 1933, and acts amendatory thereof and supplementary thereto.

(Date) March 8, 1933

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved ~~July 11, 1916 (39 Stat., 355),~~ June 16, 1933 entitled "An Act to ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes.~~ encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public works" as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Yamhill Co. Line-Stratton's Ranch Sec., Salem-Dayton Highway.
2. Between ~~control points of official description~~ a point in N.W.¼, Sec. 4, T. 6 S., R. 3 W. and a point in S. E. ¼, Sec. 8, T. 6 S., R. 3 W. and
3. Between intermediate control points if used: ____ and ____

County of Yamhill and Polk

4. Length in miles (gross) 1.4 (net) 1.4
5. Preliminary estimate of cost: Total, $44,000; section of road to be first improved, $44,000, of which $---- is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.) Current income sufficient to insure completion: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 248, Laws 1930. (Source; refer to statute.)

(b) County ____ (Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by ..... State ..... , from the following
(State or (and)county.)
sources: ..... Current Income Chapter 41, Laws 1937 Chapter 248, Laws 1939. .....
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: ..... Treasurer of the State of Oregon. .....

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement: .....

.....

.....

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: .....

..... None .....

.....

11. Additional remarks: .....

.....

.....

.....

Assurance is given that the foregoing information concerning the project herein [illegible] by the [illegible] Highway Department to be correct, and that all of the provisions of the St to laws affecting the [illegible] of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department.)

By .....

As Chairman

(Title of officer.)

By .....

As Commissioner

(Title of officer.)

By .....

As Commissioner

(Title of officer.)

FORM S-A-1 16510 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

27-1

OREGON STATE HIGHWAY COMMISSION

SALEM

February 7, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Polk County Court,
Dallas, Ore.

Gentlemen:

Regarding the Polk County Section of the Salem - Dayton Secondary Highway, for which on February 1st, you were sent the descriptions for right of way, we wish to advise that this project is scheduled for early letting. We would therefore appreciate your advice regarding the status of the negotiations for the five parcels of property involved. If this right of way is to be acquired by resolution proceedings, we ask that you furnish us copies of the same, so that we may be governed in handling the project accordingly.

It is the policy of the Highway Commission to withhold the advertising of all projects until all right of way has been acquired or otherwise being assured of there being no complications which would involve any delay to the contractor.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

Dictated by
H. N. Hackett
H.

By

H. G. Smith,
Construction Engineer.

CC to
R. H. Baldock
J. M. Devers
W. E. Chandler

FORM S-A-1 16810 15M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

21-9

OREGON STATE HIGHWAY COMMISSION

SALEM
January 31, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Salem, Ore.

NOTED
State Highway Engineer

Dear Sir:

Herewith four copies each of the following descriptions for right of way to be acquired for the Salem-Dayton Secondary Highway in Polk County:

Ida C. and James Julian Stratton
Emma C. Childers
Christian and Margaret Youngen
Sarah Ann Hackett

Israel Booth and heirs of Thos Collinson

Also four blue print copies of the alignment map. Please transmit copies of those descriptions to the Polk County Court and request them to furnish us with the usual copies of deeds, etc.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock

CONTRACT #1737,

NRH 174-B Cascade Locks Sec. 1935

1737

RECEIVED
NOV 16 1936
FOR FILING

November 14, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of November 12, 1936, concerning the Cascade Locks Section, Project No. NRH 174-B (1935).

The overrun for the item of asphalt was occasioned for the reason that asphalt was used to bind the rock base on which the bituminous macadam wearing surface was constructed. Too, the overrun was actually greater than indicated, as cutback asphalt was used in the prime coat under Price Agreement No. 5.

The extra height curb constructed under Price Agreement No. 2 was necessary on account of the grade of the sidewalk in front of the hotel.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

November 12, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher recently submitted for Oregon U.S.Public Works project NRH 174-B (1935), Cascade Locks section of the Columbia River Highway.

We note that the explanation of overruns furnished us does not explain the overrun in quantity of asphalt, the estimated quantity of which was 160 tons and the final quantity 190.304, a difference of about 19%. As RC-3 was substituted for E grade asphalt in the prime coat, we rather expected an underrun in this item. Will you please advise us regarding this overrun.

We should also have explanations of the additional depth of curb, paid for under Price Agreement No. 2, and the use of 0.55 Cu.Yd. of Class A concrete on the 20 ft. roadway section.

Inasmuch as we will be unable to forward the voucher for payment until we have the above information, we request that you submit it as promptly as possible.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
NOV 9 1936
FOR FILING

174-13

November 6, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the final voucher for the Cascade Locks Section, Project No. NRH 174-B (1935).

An underrun occurred on the 40' roadway section and an overrun on the 20' roadway, and it is, accordingly, our request that the excess funds set up on the 40' roadway section be utilized on the additional cost of the 20' roadway section.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

Stencil No. 124

RECEIVED NOV 5 1936

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRH 174-B (1935)
Cascade Locks Sec.-Columbia Riv.Hwy.

POST OFFICE BUILDING
PORTLAND, OREGON

November 4, 1936

174-B

Mr. R.H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Highway Engineer

Encls.

Fld. 26436

Oregon U. S. Public Works Highway
Project No. NRH 174-B (1935)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 8, 1935 by the Oregon State Highway Commission, and on August 22, 1935, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section B of Oregon U. S. Public Works Highway project No. NRH 174 (1935); and

WHEREAS, the said State Highway Commission has requested that the estimate of cost approved for said Section B be increased from $37,855.94 to $41,793.94, and that the Federal funds approved and set aside to the credit of said Section B be increased from $22,000.00 to $37,855.94;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of thirty-seven thousand, eight hundred fifty-five and 94/100 dollars ($37,855.94), as the share of the United States payable under said act on account of said Section B, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of

said Section B shall not in any event exceed the sum of thirty-seven thousand, eight hundred fifty-five and 94/100 dollars ($37,855.94), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-one thousand, seven hundred ninety-three and 94/100 dollars ($41,793.94), the approved total estimated cost of said Section B."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 1st day of October, 1936, and the Secretary of Agriculture on the 23d day of Oct., 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry L. Cabell
Chairman, State Highway Commission

By E. B. Lockwood
Member, State Highway Commission

By F. L. Loomis
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By H. T. Mason
Acting Chief, Bureau of Public Roads

Oregon U. S. Public Works Highway
Project No. NRH 174-B (1935)

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon (1935) for the construction of a highway designated in the records of this Department as Project No. NRH 174-B/ State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 41,793.94 in lieu of the $22,000.00 approved by Cert. of Aug. 22, 1935 as the total estimated cost of said project, and the sum of $ 37,855.94/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 23d day of October one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By H. S. Fairy
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—4020

174-B

June 24, 1936

F. J. Kernan
Rte. 4, Box 1360
Portland, Oregon

Dear Sir:

We find upon investigation that you were not informed of the action taken by the State Highway Commission on your request of July 25, 1935 for an extension of time in which to complete your contract for grading and construction of bituminous macadam on the Cascade Locks Section of the Columbia River Highway in Hood River County. There follows an excerpt from the minutes of the State Highway Commission meeting held on August 2, 1935 covering this matter:

"F. J. Kernan, Contract No. 1737, for grading and construction of bituminous macadam on the Cascade Locks Section of the Columbia River Highway in Hood River County, requested an extension of time of 40 days, to September 9, 1935, in which to complete this project, giving as his reason that there was some delay on the part of the Commission in awarding this contract to him and that further delay was encountered in securing right of way for a gravel pit. The Engineer advised that the reasons given by the contractor for the delay are substantially correct; also, that the State has not incurred any extra expense for engineering because the engineering crew has been otherwise employed. He recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

FORM S-A-1 SM 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174-B

OREGON STATE HIGHWAY COMMISSION

SALEM

June 5th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. F. J. Kernan
Rt. 4, Box 1360
Portland, Oregon

Dear Sir:

We have five prints which you presented us, showing the large boulders in the Hawk gravel pit near Cascade Locks. It may be desirable to introduce these kodak prints in evidence, in which case we would wish to have the films and have as a witness the man who took the pictures.

Will you kindly, therefore, send us the films from which these pictures were made and advise us who took the pictures and if he is now available to be used as a witness.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-A-1 5M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

174-10

OREGON STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

June 5th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

Since you are familiar with the Cascade Locks job, it will be necessary for you and Mr. Walters to be prepared to testify on the condemnation trial which takes place on the 28th of June. We should be prepared to establish that the Highway Department's policy is to use cheap local materials in the construction of their surfaced roads, that we habitually use cheap talus and gravel in its native state for sub-base materials.

This was done in the present instance as we only used the Hawk gravel pit for the lower course sub-base and used fine material from the Fish Commission gravel pit for the top course of sub-base. Therefore, paragraph 5 of their complaint is totally wrong since the material is not adaptable to any other type of construction except that used by the Highway Department. When a city uses material for its streets it would naturally select a fine material such as found in the Fish Commission gravel pit.

You should assemble some data to show that the material is not suitable for any other construction purposes, that it contains too much clay and soil as to render it undesirable for concrete. You should also be able to testify as to the location of material suitable for concrete in the vicinity of Cascade Locks.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By
H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock
J. M. Devers

174-B

May 29, 1936

Mr. H. G. Smith
O f f i c e

Dear Sir:

Please refer to your copy of a communication from Mr. J. M. Devers, relating to a gravel site on the Hawk property, materials from which Frank Kerman used on the Cascade Locks job.

They are endeavoring to prove extravagant values for this material, and I would appreciate your acting as a witness in this case. From your report of the situation, the boulders in the pit made it very undesirable and it had no commercial value save and except for the particular purpose for which it was used. Please find out if there are not many other deposits in the vicinity of Cascade Locks that would be more suitable for ordinary commercial gravel.

Very truly yours,

State Highway Engineer

RHB:HI
cc Mr. J. M. Devers

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 28, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
O f f i c e .

Dear Sir:

You will recall that we have a condemnation action pending in Hood River County involving a gravel or quarry site in the Hawk property, the materials from which were used by Frank Kernan on the Cascade Locks job. That case will come on for trial on the 28th or 29th of June and I am anxious to have testimony to meet some of the allegations and conditions which are being urged by the defendant.

For your information I am inclosing a copy of the answer and call your attention to the allegations with respect to the value of the site for roadbuilding materials and the available markets, also the quality of the materials. Will you please tell me who in the department will be qualified to testify with respect to these matters?

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. G. Smith
K. D. Lytle
W. E. Chandler

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF HOOD RIVER

STATE OF OREGON, by and through its State Highway Commission, composed of Henry F. Cabell, E. B. Aldrich and Carl G. Washburne, Plaintiff, vs. ALFRED D. HAWK and LUCY HAWK, husband and wife, Defendants.	A N S W E R

For answer to the plaintiff's complaint, the defendants admit, deny and allege as follows:

I.

Defendants deny Paragraph VIII thereof and allege that the reasonable market value of the parcel of land condemned and appropriated by the plaintiff herein is the sum of money in the further and separate answer hereinafter set forth, and that in addition thereto the defendants will be damaged in the further sum of one hundred ($100.00) dollars damages to the remainder of their tract of land by reason of the appropriation of the tract of land described in the complaint.

FOR A FURTHER AND SEPARATE ANSWER AND DEFENSE, the defendants allege the facts to be as follows:

I.

That the defendants are husband and wife and are the owners of the real estate described in the complaint, together with adjoining real estate of which the real estate described in the complaint constitutes approximately three acres out of a total of approximately thirty-one acres.

That the tract of defendants' land described in the complaint bears such a relationship to the balance of said land that by taking the same in the form described in the complaint a substantial damage will result to the remainder of defendants' said land.

II.

That the land described in the complaint is situated approximately eight hundred (800) feet from the main Columbia River Highway, which is a paved

and highly improved, main, state thoroughfare; that said property is less than two miles distant from Cascade Locks, a growing community of eight hundred to one thousand people in which much new construction work is being carried on, together with the improvement of streets, all of which furnishes and in the future will continue to furnish a market for the class of material found on the land of the defendants described in the complaint, and will furnish a desirable and continuing market therefor at profitable prices.

That there are other available markets for the material on the defendants' said land where said material can be marketed at profitable prices.

III.

That the land described in the complaint contains a large mineral deposit of gravel of such grades and varying sizes, mixed with a fine aggregate and soil in such proportions that it is without any processing available and suitable for the construction of highways, streets and other thoroughfares, and by reason of the perfect mixture of said ingredients, it has an unusual value and is so situated that it can be transported to the point of use and sold to great advantage.

IV.

That the reasonable value of the property described in the complaint which the plaintiff has condemned and is now occupying and using and from which it is removing gravel and other material is the sum of $10,000.00.

That by reason of the shape and location of the tract of land described in the complaint and its relation to the remainder of the defendants' land, the taking of said tract as demanded in the complaint occasions damage to the defendants' other land in the sum of $100.00.

V.

That immediately after bringing this action, the plaintiff entered into the possession of the land described in the complaint and has continually been in possession thereof since said original entry and has appropriated said land to its own use and has removed a large amount of soil, gravel and other material therefrom without the defendants' consent and without requesting permission so to do.

2. Answer.

WHEREFORE, defendants demand judgment against the plaintiff in the sum of its damage, to-wit: the sum of $10,100.00, and for their costs and disbursements incurred herein.

JAMES H. HAZLETT

JAY BOWERMAN

Attorneys for Defendants

STATE OF CALIFORNIA)
: ss.
County of San Diego)

I, Alfred D. Hawk, being first duly sworn, on oath depose and say:

That I am one of the defendants in the above entitled action and that the foregoing answer is true as I verily believe.

Alfred D. Hawk

Subscribed and sworn to before me this 25th day of November, 1935.

Ada M. Kelley
Notary Public for California

(Notarial Seal)

My commission expires June 20, 1937

I hereby certify that the foregoing copy of Answer is a full, true and complete copy of the original Answer filed in the office of the Clerk of the Circuit Court of the State of Oregon for Hood River County.

J. H. Hazlett
One of the attorneys for Defendants

174-13

May 25, 1936

Mr. R. H. Baldock
State Highway Engineer
O F F I C E

Dear Sir:

You have asked me what the Commission finally did with the claim of Al Stewart, of Cascade Locks, for damages to his pipe line that had to be reconstructed in connection with the Cascade Locks improvement, which matter had the attention of the Commission at the January 10 meeting.

You reported at a later meeting that there was no justification for the claim except that Mr. Stewart might have a claim for revenue that he lost by reason of the fact that his pipe line was disconnected for a time from a number of his customers. On the other hand, the Commission has a claim against Mr. Stewart for the furnishing of new pipe which would probably offset his claim. In view of the circumstances, the Commission denied Mr. Stewart's claim and he has been so advised. So far as I know there are no further developments.

Very truly yours,

MC

Secretary

Mr. Miller appealed to the Commission for this project in behalf of the Oregon Coast Highway Association. He said that the coast people are united for the following improvements along the Coast Highway:

1. Completion of the section at Arch Cape and Neahkahnie Mountain in Clatsop and Tillamook Counties

2. Reconstruction through the Bunker Hill district south of Marshfield

3. Reconstruction of the section south of Port Orford in Curry County

Mr. Al Stewart, Cascade Locks, representing the Cascade Water Works Company, and his attorney, Mr. Samuel E. Sax, Portland, came before the Commission in regard to a pipe line matter at Cascade Locks. It appears that when the Columbia River Highway was reconstructed through the town of Cascade Locks the highway contractor removed about 2000 feet or more of water pipe belonging to the Cascade Water Works Company and that a portion of this pipe was not replaced, in view of which the company contends that it has a claim against the state in the sum of $936, but will accept $500 as settlement in full. The Commission deferred a decision in this matter pending a study of the facts in the case. Chairman Cabell stated his willingness to do this when he is in Salem the following Monday. Mr. Sax agreed to submit an itemized statement of the claim for use at that time. The Commission agreed to discuss the matter with Mr. Stewart and Mr. Sax later.

A delegation from Morrow, Gilliam, and Wheeler Counties came before the Commission in regard to certain road improvements in those counties. Morrow County was represented by County Commissioners Geo. N. Peck and Frank S. Parker and County Engineer H. Tamblyn. Gilliam County was represented by County Commissioners Glen L. Richards and Earl P. Hoag. Wheeler County was represented by County Judge S. J. Howard and County Commissioners Chas. R. Jackson and L. A. Gochenour.

They requested the improvement of the secondary highway extending from Gwendolen, in Gilliam County, to Heppner, in Morrow County. They particularly requested reconstruction of a 10-mile section of this road at the Gilliam-Morrow County Line, three miles of which is in Gilliam County and seven miles in Morrow County.. The Morrow County Court also requested the oiling of the Lexington-Echo Secondary Highway and improvements on the Heppner-Spray Secondary Highway.

The Gilliam County Court mentioned improvements to the Wasco-Heppner Secondary Highway west from Condon. The Wheeler County Court asked for the improvement of the Shaniko-Fossil Secondary Highway between Fossil and Clarno, for which the county has approximately $4,000 of county money available for cooperation, and also asked for the improvement of the Service Creek-Mitchell Secondary Highway. They were informed by Chairman Cabell that their projects will be considered by the Commission and a check will be made to determine which of the projects, from the state's standpoint, should be given preference.

174-B

May 6, 1933

Mr. S. F. Walters
Resident Highway Engineer
Cascade Locks, Oregon

Dear Sir:

This will acknowledge receipt of your letter of May 3rd, asking for three revised plans for the extension of the 3 x 6 box culvert at Cascade Locks. We enclose herewith three blueprints of the plan sheet showing the Type "B" structure which is to be used on this section.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by V. G. O'Neil/ER

Encl.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

O'Neil
Send 3 copies
R C

STATE HIGHWAY COMMISSION
SALEM

Cascade Locks Ore
May 3 1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr R H Baldock
State Highway Engineer
Salem Ore.

Attn Mr. Probst.

Dear Sir.

I have not received revised plans of 2 x 6 R.C. Box Culvert - Cascade Locks Jct. - 14 O.B. - 1737- Please trace,

Very Truly Yours.
Frank Halleck
Res. Engr.

FORM 1-38

COMMISSIONERS
CHARLES M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Cascade Locks Ore
May 3 1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr R.H. Baldock
State Highway Engineer
Salem Ore.

4th Mr. Protest.

Dear Sir.

Have not received revised plans of 2x6 R.C. Box Culvert - Cascade Locks Jct. - 14 O.B. - 1737- Please trace,

Very Truly Yours.
Frank Hall
Res. Engr.

174-B
1737

1737

April 24, 1936

A. L. Stewart
Cascade Locks, Oregon

Dear Mr. Stewart:

I am attaching hereto for your information a copy of a letter that I have received from McCollister and Campbell, Inc., Seattle, General Agents for the United States Fidelity and Guaranty Company, surety on the bond furnished by F. J. Kernan, in connection with his contract with the Highway Commission for the construction of the Cascade Locks Section of the Columbia River Highway.

In view of this letter, we have no alternative but to release Mr. Kernan's final payment for work performed under his contract. If you wish to pursue your claim against Mr. Kernan, it will be necessary for you to take appropriate action in the courts.

Very truly yours,

Secretary

HBG:MBL

#1737

April 22, 1936

Hon. Earl Snell
Secretary of State
B U I L D I N G

Dear Sir:

This acknowledges receipt of your letter of April 21, enclosing three copies of an amended notice of claim by A. L. Stewart for $174.80 against F. J. Kernan, State Highway Contractor, for damages alleged to have been done to his property in connection with the construction of the Cascade Locks Section of the Columbia River Highway, Contract No. 1737.

Copies of this notice of claim will be sent to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

April 22, 1936

United States Fidelity & Guaranty Company
G. B. Eckles, Agent
1112 Bedell Building
Portland, Oregon

Gentlemen:

We have today received from the Secretary of State three copies of an amended notice of claim by A. L. Stewart for $174.80 against F. J. Kernan, State Highway Contractor, for damages alleged to have been done to said claimant's property in the process of construction of the Cascade Locks Section of the Columbia River Highway, under Contract No. 1737.

Copy of this notice of claim is being sent to the contractor and to you as the surety on his bond.

Very truly yours,

Secretary

MBL

Encl.

cc - F J Kernan

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
APR 22 1936

April 21, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information, three copies of an amended notice of claim by A. L.Stewart for $174.80 against the bond taken from F. J. Kernon for work on the highway at Cascade Locks, Oregon, which has been filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

Fm
encs 3

CLAIMANTS LIEN NOTICE:

* * * * * * * * *

TO, STATE HIGHWAY COMMISSION, AND TO THE STATE ACCIDENT COMMISSION, AND TO F. J. KERNON (CONTRACTOR) AND TO HIS BONDSMAN, AND TO SECRETARY STATE, (EARL SNELL) Salem, Oregon.

NOTICE, is hereby given that the undersigned (A. L.Stewart,) of Cascade Locks, Oregon. has a claim for damages sustained by reason of negligence and malicious, and revengeful destruction of water mains, and septic tanks and cesspool by F. J. Kernon, contractor and his sureties, on the private property of the claimant herein, all of which cost the claimant the sum of $174.80 to repair and to re-instate as the same was before said damage occurred. An affidavit by the claimant as the basis of said claim here follows.

A. L. Stewart
Claimant.

State of Oregon,)
) SS.
County of Hood River,)

I, A. L. Stewart, being first duly sworn, upon my oath do depose and say, that at all times herein mentioned, I was and I am now the owner of certain real property abutting the columbia river highway, in the city of cascade locks, oregon, and that during the months of June, 1935, F. J. Kernon (contractor) for improving said highway within the corporate limits of cascade locks, oregon, and while he the said Kernon was improving said highway, did, without just cause or provocation, enter into and upon my said private property (abutting said highway, (and against my will and consent) with a Cater-Pillar-Tractor, and caved in my cess-pool, and destroved several private water mains, all of which was my individual property, and which damage cost me the sum of $174.80 to repair and replace.

A. L. STEWART

Subscribed and sworn to before me, a notary public, in and for said county and state, this 18th day of April 1936. G. A. COBB
(SEAL) Notary Public for Oregon, my commission expires, 3/9/1937.

(original)

NOTICE: OF CLAIMANTS, LIEN, BY A. L.Stewart,Cascade Locks, Oregon, against State Highway Commission, State Industrial Accident Commission, and to F. J. Kernon (Contractor) and his sureties

Endorsed: File No. 2553
Filed April 21, 1936
EARL SNELL
Secretary of State

#1737

April 21, 1936

United States Fidelity & Guaranty Company
C. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter from A. L. Stewart, Cascade Locks, in which claim is made against F. J. Kernan, in connection with his contract No. 1737, Cascade Locks Section, for damages in the sum of $174.00, to his water pipe system, septic tank and cesspool.

You are advised that in view of the above, it will be necessary to withhold the final payment until we have been advised concerning this matter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JHsCE
cc - F. J. Kernan

cc - Carl Smith

#1737

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

April 18, 1936

Mr. A. L. Stewart,
Cascade Locks, Oregon.

Dear Mr. Stewart:

I acknowledge receipt of your communication in which you make claim against F. J. Kernan for alleged damage to your property suffered in connection with some highway construction work done by F. J. Kernan for the State at Cascade Locks.

Your claim has been handed to the Secretary of the Commission for proper consideration.

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. B. Glaisyer

Cascade Locks, Oregon.

April. 16th. 1936.

RECEIVED
APR 17 1936
LEGAL DEPT

Mr J, W, Devers. Attorney,
Secretary of State Salem. Oregon.

Dear Sirs,

When F.J. Kerson, Done the Highway Work in Cascade Locks,
for the State of Oregon, in Contract. in 1935.
The following Damage as Done. Broke Main of Cascade Water Co,
over 100 feet from Highway Highway, Refused to Repair Same,
Broke Water Pipes to my Home, 4 Times 50 Feet Off Highway,
Used Mail Boxes in One of my Lots 40 feet and 2 Inches Off Highway,
Filled in Septic Tank, and Cesspool,

Cost of Repairing and Replacing Pipes, _ _ _ _ _ _ _ $65.00

Filling in Septic Tank and Cesspool. _ _ _ _ _ _ _ $150.00

Will Have to Dig a Place. and Digging New Hole. For Septic
Tank, and Ditch from House to House, To Septic Tank,
Total Expenture. Labor. and Material. $174.80

For All Losses Sold this Amount Out of What is Coming to
F. J. Kerson, in Favor of A. K. Stewart, Owner of Property,
Situated in Cascade Locks, Oregon.

Thanking You in Advance I am Yours Very Truly,

A. K. Stewart

A. K. Stewart,
Box. 115. Cascade Locks, Oregon,

174-B

#1737

April 20, 1936

U. S. Fidelity & Guaranty Co.
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Dear Sirs:

We have received from the Secretary of State three copies of notice of claim by A. L. Stewart, Box 115, Cascade Locks, Oregon, against F. J. Kernan, in the amount of $174.80, for damages claimed to have been done to his property by said contractor in the performance of State Highway Contract No. 1737 for the construction of the Cascade Locks Section of the Columbia River Highway.

Copy of this notice of claim is being sent you as surety on the bond furnished by Contractor Kernan.

Very truly yours,

Secretary

MBL
Encl.
cc - F. J. Kernan

April 20, 1936

Hon. Earl Snell
Secretary of State
B U I L D I N G

Dear Mr. Snell:

This acknowledges receipt of your letter of April 17, enclosing three copies of a letter from A. L. Stewart, Cascade Locks, Oregon, stating his claim for $174.80 against F. J. Kernan, for damages to his property claimed to have been done by said contractor in connection with grading and bituminous macadam work on the Cascade Locks Section of the Columbia River Highway.

Copies of this notice will be sent to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

Cascade Locks, Oregon.

April. 16th. 1936.

Secretary of State Salem. Oregon.

Dear Sir.s,

When F. J. Kernon, Done the Highway Work in Cascade Locks,
For The State of Oregon, On Contract. in 1935.
The Following Damage Was Done. Broke Main of Cascade Water Co,
Over Fifty Feet from highway rightway, refused to repair same,
broke water pipes to my home, 4 times 60 feet off highway,
used bull doser on one of my lots 40 feet and 2 inches off highway,
broke in septic tank, and sumpt,
cost of repairing and replaceing pipes, - - - - - - - - - $25.00
Building new septic tank and cesspool. - - - - - - - - - $149.80
Soil pipe had to be replaced. And diging new hole. for septic
tank, and new ditch from under the house, to septic tank,
Total expandture. labor. and meterial. $174.80
You will please hold this amount out of what is coming to
F, J, Kresnan, in favor of A,L,Stewart, Owner of property,
destroyed by Kerman.
Thanking you in advance I am yours very truly,

A. L. STEWART

A, L, Stewart,
Box. 115. Cascade Locks, Orego,

Endorsed: File No. 2553
Filed April 17, 1936
EARL SNELL
Secretary of State

60b2

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
APR 18 1936
OREGON
STATE HIGHWAY COMMISSION

April 17, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a letter from A. L. Stewart stating his claim for $174.80 against the bond taken from F. J. Kernon, which has been filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

C.F.
encs. 3

174-13

April 10, 1936

Mr. J. M. Devers
O f f i c e

Dear Sir:

Herewith a file that is self-explanatory.

I concur with Lytle's recommendation and will recommend that the claim be denied. Suggest that inasmuch as the claim for the cesspool is against the contractor, that Mr. Stewart be advised that he can file a claim against the contractor if he feels certain that he can prove that the contractor did the damage. In any event, we took a surety bond for just such a contingency.

As far as our own work is concerned, we proceeded in accordance with our contract with Laber and, in my opinion, are not liable.

Very truly yours,

State Highway Engineer

RHB:HI

(Claim of A. L. Stewart of Cascade Locks, for damages to his house and cesspool occasioned by our grading of the Cascade Locks Section.

1714-13

66

NOTED

April 8, 1936

Mr. F. J. Kerman
Highway Contractor
Falcona, Oregon

Dear Sir:

Reference is made to your recent inquiry by telephone in regard to the final estimate for the Cascade Locks Project (Contract No. 1737).

The reduction of $176.97 in the amount allowed for "Hauling 1¼ - ¾ Mineral Aggregate" was made to correct an overpayment previously made on that item, which overpayment came about through your having hauled to the work and placed in stockpile 161 yards more 1¼ - ¾ aggregate (state-owned) than was required in the work. The hauling of this extra material was not ordered by the engineer and served no useful purpose other than your own convenience. There, therefore, appears to be no reason why it should be paid for by the State.

In addition to receiving no benefit from the hauling of this extra material, the State was subjected to the loss of a considerable part of the extra materials as it will not be possible for the State to salvage all of them from the stockpiles in which they were placed.

The 161 yards of excess materials referred to were hauled 9.2 miles. The total amount of extra and unnecessary hauling was, therefore, 1481.2 yard miles, which, at 12 cents per yard mile, amounts to $177.74. The difference between this amount and the $176.97 mentioned in the second paragraph of this letter represents the correction of a minor error in the quantities of hauling previously paid for.

The deduction of $172.53 for extra engineering expense was made because of your failure to complete the work within the specified time limit. I am recommending to the Highway Commission that this deduction be waived.

The enclosed voucher has been prepared with the expectation that the Commission will accept my recommendation. If you will execute and return the voucher, we will be in a position to make final payment to you as soon as the Commission takes action in the matter.

Very truly yours,

State Highway Engineer

Encl.

Form S-A-1 10M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 3rd, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Sir:

It is recommended that the engineering costs of $171.50 assessed against F. J. Kernan, Contractor, for failure to complete his onctract on the Cascade Locks Section be remitted.

A settlement was made with Mr. Kernan for various claims which he presented which he understood to be a final and complete settlement of all claims and counter-claims on the contract other than those covered by yardage. The department thought that they were discussing Mr. Kernan's claims only and did not realize that he expected relief from this engineering penalty, but in view of a misunderstanding in the matter and his agreement for final settlement, it is recommended that the claim for $171.50 be remitted.

This has the approval of the State Highway Commission.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By H. G. Smith

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

April 1, 1936

Mr. H. G. Smith

O F F I C E

Dear Sir:

The State Highway Commission at its meeting held yesterday relieved contractor F. J. Kernan from the payment of a penalty of $171.50 for failure to complete his contract at Cascade Locks within the time limit specified in the contract.

I will be pleased if you will give me a statement on this for entry in the minutes.

Very truly yours,

Secretary

HBG:dp
CC R. H. Baldock

[illegible]

[illegible] penalty [illegible] [illegible]
for [illegible] [illegible] time [illegible]
on [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible]
[illegible] [illegible]
[

FORM 9-A-1 SM 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

174-13

April 1, 1936

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
[redacted]

Mr. H. G. Smith

O F F I C E

Dear Sir:

The State Highway Commission at its meeting held yesterday relieved contractor F. J. Kernan from the payment of a penalty of $171.50 for failure to complete his contract at Cascade Locks within the time limit specified in the contract.

I will be pleased if you will give me a statement on this for entry in the minutes.

Very truly yours,

Secretary

HBG:dp
CC R. H. Baldock

#1737

174-13

March 28, 1936

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1737 for the construction of the Cascade Locks Section of the Columbia River Highway in Hood River County, has been completed by the contractor, F. J. Kernan, and that final settlement will be made by the State with said contractor for work done under said contract on or after April 7th, 1936.

The State has been advised of a claim by Philip Cloninger in the sum of $928.47 for wages. You are advised that the State assumes no responsibility for this claim or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished in connection with the contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $57,091.19 including the final payment. Of this amount $149.41 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

174-B

#1737

March 10, 1936

Mr. Devers
O F F I C E

Dear Sir:

Attached is a copy of a letter that I have just received from Mr. Baldock in regard to placing on the Agenda for the next meeting of the Commission consideration of the claim of A. L. Stewart of Cascade Locks. You will note that Mr. Baldock wants to secure a full report of this matter from Division Engineer Lytle before he discusses it with the Commission. Hence, I will not bring it up for discussion at this next meeting.

I thought you should have this information so you can pass it on to Mr. Kernan if you so desire.

Very truly yours,

Secretary

HBG:dp

F-A-1 10M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOUSSELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 9, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer
O f f i c e

Dear Sir:

Responding to your note on the letter addressed to you by Mr. Devers on March 7, relating to some claims by A. L. Stewart of Cascade Locks, please be advised that I am in no position to take this matter up with the Commission until I have had a full report from our engineers who are on the ground as to exactly what occurred and as to their opinion of our obligations, if any; therefore, I am sending out the attached letter to Mr. K. D. Lytle today.

Very truly yours,

R. H. Baldock

State Highway Engineer

RHB:HI

...LAND
...ON
...JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 9, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Herewith file involving claim made by A. L. Stewart of Cascade Locks against F. J. Kernan and/or the State Highway Commission.

Please investigate the situation and advise me of your findings and recommendations to the end that I may make a report to the Highway Commission relating to our obligation, if there be any, in relation to this matter. Please find out exactly what occurred and whether we encroached on their property and what damage, if any, we or the contractor caused.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. H. B. Glaisyer

174-1

March 9, 1938

Mr. H. B. Glaisyer
O f f i c e

Dear Sir:

Responding to your note on the letter addressed to you by Mr. Devers on March 7, relating to some claims by A. L. Stewart of Cascade Locks, please be advised that I am in no position to take this matter up with the Commission until I have had a full report from our engineers who are on the ground as to exactly what occurred and as to their opinion of our obligations, if any; therefore, I am sending out the attached letter to Mr. K. D. Lytle today.

Very truly yours,

State Highway Engineer

RHB:HI

March 9, 1956

Mr. K. D. Lytle
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Herewith file involving claim made by A. L. Stewart of Cascade Locks against F. J. Kernan and/or the State Highway Commission.

Please investigate the situation and advise me of your findings and recommendations to the end that I may make a report to the Highway Commission relating to our obligation, if there be any, in relation to this matter. Please find out exactly what occurred and whether we encroached on their property and what damage, if any, we or the contractor caused.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. H. B. Glaisyer

FORM S-C-1 10010 1-M 1-36

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174-B

RECEIVED
MAR 1936

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

March 4, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
Chief Highway Engineer

Attention: Mr. H. G. Smith

Dear Sir:

I have examined the agreement covering the claim of F. J. Kernan which you sent me and I find that the amount allowed him corresponds to the notes I had on the matter except that at the time of our conference no decision was made as to the amount to be allowed on claim No. 3. However, Mr. Baldock advised me verbally that he had allowed some $400.00 on that item.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

KDL/c

174-13

February 26, 1936.

Standard Oil Company of California
Pacific Building
Portland, Oregon

Attention: F. W. Ewing

Gentlemen:

In response to your inquiry of February 20, you are advised that final payment has not yet been made to F. J. Kernan, in connection with his contract No. 1737, Cascade Locks section. Retained percentage at the present time is $938.34.

It is expected that final payment will be made on this contract within the next 15 days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
L. L. CAMPBELL
DISTRICT SALES MANAGER
T. F. GUNN
G. H. MOORE
ASSISTANT DISTRICT SALES MANAGERS

RECEIVED
FEB 1936
OFFICE
S-W LOMBARD-SYVIC BLDG
520 S W TAYLOR STREET
P O DRAWER 950
OREGON
HIGHWAY COMMISSION

PORTLAND, ORE.

February 20, 1936

F. J. Kernan

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention of Mr. McFarland

Under date of November 26 you informed us that contract #1737, improvement of Cascade Locks section, had been accepted on October 28 and that the retained percentage at the date of your letter was in the amount of $4518.36.

Will you please inform us if this sum has now been paid to the contractor. For your convenience a stamped, addressed envelope is enclosed.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

L.L.Campbell, District Sales Manager

By Earl Ewing
District Credit Man

CDE:LP
Enc.

FORM 2-A-1 10M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
FRED TOUVELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 24th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Sir:

Further consideration has been given to the claim of F. J. Kernan on the Cascade Locks Section, and Mr. Baldock wishes to reconsider his report and recommend the payment of the claim in the amount of $783.08, which Mr. Kernan has agreed to take in final payment of his $4,431.57 claim.

Mr. Devers concurs in recommending that a settlement be made on the contractor's claim for glacial boulders imbedded in the gravel pit, which is the only difference between the amount as now recommended and that approved last month.

Please put this on the agenda for approval at the next Commission meeting.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By H. G. Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: R. H. Baldock

COPY

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 1936, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "State", party of the first part, and F. J. KERNAN, an individual, herinafter sometimes called the "Company", party of the second part;

W I T N E S S E T H :

THAT, WHEREAS, the parties hereto on the Twenty-fourth day of April, 1935, entered into a written agreement wherein and whereby the party of the second part agreed to construct, pursuant to the plans and specifications incorporated in said agreement, .91 mile of highway roadbed construction on the Cascade Locks Section of the Columbia River Highway in Hood River County; and

WHEREAS, upon the completion of said work the said contractor filed with the Highway Commission a demand for extra compensation predicated upon unusual conditions encountered during the work; and

WHEREAS, after due and careful consideration of all of the items and claims made by the said contractor, the parties hereto have mutually agreed upon a settlement as hereinafter set out;

THEREFORE, the premises being in general as above stated, it is hereby mutually agreed by and between the parties hereto as follows:

I. That the several claims made by the contractor for which he required and demanded settlement in addition to the compensation due under said contract as measured by the unit price therein set out are these:

1.	Spreading & tamping of fill material which had been placed with maintenance forces without tamping.	$420.00
2.	Burning & slashing at gravel pit.	30.54
3.	Removing large boulders in gravel pit.	1,322.49

4.	Setting and removing "Headers".	$677.60
5.	Clearing on J. B. Labor's Street.	165.66
6.	Placing of sidewalk material.	70.20
7.	Leveling dirt pile on north side of Station 108.	24.27
8.	Removing excess material bladed on to shoulders from subbase of road.	269.88
9.	336 Cu. Yds. of Rock at $3.65.	1,226.40
10.	Placing water on roadway.	186.30
11.	Advance in freight rates after job had been awarded.	38.72
12.	Rock & oil left over on job.	233.00

II. Of the above enumerated claims the following by mutual agreement have been allowed in the following amounts:

Claim 1	4 hrs. use of Bulldozer at $3 per hr.	$12.00
Claim 2	Not allowed.	
Claim 3	161.5 hrs. use of Bulldozer at $3 per hr.	484.50

(This amount was allowed because the contractor encountered large glacial boulders imbedded in the pit which were much larger than the oversize contemplated in the specifications which stated: "Contractor to Inform Himself as to Nature of Materials: It shall be understood that the contractor has made a careful examination of the above described pit, and that he has determined for himself the type of equipment required to excavate the gravel, whether or not shooting of the material will be necessary, and how much oversize the gravel contains. Failure on the part of the contractor to correctly judge the difficulties involved in excavating the material and in removing the oversize will not be cause for claiming or allowing extra compensation of any kind".

The oversize mentioned in this specification anticipated ordinary boulders usually found in gravel pits and which could be removed

in the ordinary manner or after the material had been hauled out of the roadbed. However, the glacial boulders actually encountered required this special Bulldozer equipment in order to push them beyond the limits of the pit.

Claim 4	Withdrawn by the contractor.	
Claim 5	.14 Ac. cleared at $400 per Ac.	$56.00
Claim 6A	108 Cu. Yds. Filler at $.35	37.80
Claim 6B	.54 Yd. Mi. haul at $.12	6.48
Claim 7	Withdrawn by contractor.	
Claim 8	Not allowed.	
Claim 9	Not allowed as the contractor's claim was based upon car weights of material shipped from Portland, whereas, specifications required truck measurements incorporated in the job, and no evidence could be found to prive any incorrectness in the receipts given for truck measurement.	
Claim 10	93,150 Gallons at $2.00 per Gallon.	$186.30
Claim 11	Withdrawn by contractor.	
Claim 12	Extra claim withdrawn by the contractor and settlement of $206.59 made by the State. This is covered by original price agreement #6.	

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

STATE OF OREGON, by and through its
State Highway Commission

ATTEST:

By_____
As Chairman

_____
Secretary

By_____
As Commissioner

By_____
As Commissioner
Party of the First Part

ATTEST:

By_____
Party of the Second Part

_____

February 20, 1936

Mr. R. H. Baldock
Office

Dear Sir:

The State Highway Commission at its meeting held yesterday denied the claim of Frank Kernan for extra compensation in connection with his contract at Cascade Locks, except that the Commission allowed in the sum of $300 for a certain item which you recommended.

Very truly yours,

Secretary

HBG:dp

...LAISYER, Secretary

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 24th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer
Secretary
O f f i c e

NOTED
State Highway Engineer

Dear Sir:

Further consideration has been given to the claim of F. J. Kernan on the Cascade Locks Section, and Mr. Baldock wishes to reconsider his report and recommend the payment of the claim in the amount of $783.09, which Mr. Kernan has agreed to take in final payment of his $4,431.57 claim.

Mr. Devers concurs in recommending that a settlement be made on the contractor's claim for glacial boulders imbedded in the gravel pit, which is the only difference between the amount as now recommended and that approved last month.

Please put this on the agenda for approval at the next Commission meeting.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: R. H. Baldock

OREGO

...NTLAND
...CKSONVILLE
...GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 20, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock

O f f i c e

Dear Sir:

The State Highway Commission at its meeting held yesterday denied the claim of Frank Kernan for extra compensation in connection with his contract at Cascade Locks, except that the Commission allowed in the sum of $300 for a certain item which you recommended.

Very truly yours,

H B Geary

Secretary

HBG:dp

REFERRED TO
H G Smith
Date

Report received
claim for retaining
$ / item.

174 B

February 15, 1936

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

The State Highway Commission reconsidered and denied, at its last meeting, the claim of the Cascade Locks Water Works Association for the destruction of its water pipe line on the Columbia River Highway, during the reconstruction of this highway through the town of Cascade Locks.

Very truly yours,

Secretary

HHG:MBL

cc - H G Smith
K D Lytle

FORM S-C-1 55163 3M 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
FEB 6 1936
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

February 4, 1936

RECEIVED
FEB 6 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Mr. Walters has made a map and bill showing disposition of costs incurred in relaying the water pipes at Cascade Locks.

Our books show a cost of $352.74 against this account. As we do not have copies of the bills there is no way we can check the account here in this office. $20.63 of this discrepancy is explained by the fact that 375 feet of pipe purchased by us from Sullivan and Doyle was charged to the account of 71-2405 and not transferred to the job in question. The pipe was originally used in connection with the Tooth Rock Tunnel and after that was completed the pipe was used in the Cascade Water system. Our books do not show the amounts of $33.14 and $10.35.

This breakup may be of some use in settling Stuart's claim. Please send me a print of the map for my file.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl/e
encls.

February 1,1936.

Cascade Water Co.

Cascade Locks, Ore.

To OREGON STATE HIGHWAY COMMISSION, Dr.

* *

Service performed and material furnished in moving water service lines in the town of Cascade Locks, Oregon, during reconstruction of the Columbia River Highway, during the months of May, June, July, and September, 1935.

ITEM	LABOR	MATERIAL.	
Cascade Locks Plumbing Co.	$ 45.60	$ 2.97	
Alaska Junk Co. -130' 2" Pipe 17.55--160' 3" pipe-41.60 Fittings 5.10		64.25	
Sullivan & Doyle 375 '-1" pipe 20.63		20.63#	
Plumbers Supply Co Pipe and Fittings		33.14	
Independent Water Co. Fittings		6.73	
Payroll for May, 1935	91.25		
Payroll for June, 1935	31.10		
Payroll for July, 1935	41.60		
Payroll for Sept.,1935	49.01		
Payroll Adjustments	10.35		
TOTALS	268.91	127.72	
			127.72
			268.91
Industrial Accident Insurance			23.85
GRAND TOTAL			420.48

originally charged to 71 2405-587
Not transfered.

February 1,1936.

Cascade Water Co.

Cascade Locks, Ore.

To OREGON STATE HIGHWAY COMMISSION, Dr.

* *

Service performed and material furnished in moving water service lines in the town of Cascade Locks, Oregon, during reconstruction of the Columbia River Highway, during the months of May, June, July, and September, 1935.

ITEM	LABOR	MATERIAL.	
Cascade Locks Plumbing Co.	$ 45.60	$ 2.97	
Alaska Junk Co. -130' 2" pipe 17.55--160' 3" pipe-41.60 Fittings 5.10		64.25	
Sullivan & Doyle 375 '-1" pipe 20.63		20.63	
Plumbers Supply Co Pipe and Fittings		33.14	
Independent Water Co. Fittings		6.73	
Payroll for May, 1935	21.25		
Payroll for June, 1935	31.10		
Payroll for July, 1935	41.10		
Payroll for Sept.,1935	49.01		
Payroll Adjustments	10.35		
TOTAL	268.91	127.72	
			127.72
Industrial Accident Insurance			268.91
			23.85
	TOTAL		420.48

Approved [illegible]
Res. Engr. [illegible]
Division Engr. [illegible]

Credit
41 2405 - 581 - 20.63
14 1102 - 558 - 399.85

January 29, 1936

Mr. Henry F. Cabell, Chairman
State Highway Commission
1107 Failing Building
Portland, Oregon

Dear Sir:

Herewith report by Mr. Lytle on the claim of A. L. Stewart, representing the Cascade Locks Water Company. On the basis of Lytle's report, I would recommend that we deny his claim and do not bill him for the cost of moving his pipe.

Very truly yours,

State Highway Engineer

RHB:HI

OREGON STATE HIGHWAY COMMISSION
Office of K. D. Lytle, Division Engineer
Bend, Oregon

January 28, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Complying with your request of January 21, 1936 I am submitting herewith a report made by Mr. Walters on the claim made by Mr. A. L. Stewart in behalf of the Cascade Locks Water Company for reimbursement for damage to his water system during the construction of the highway through the town of Cascade Locks. There is included with this report the following:

Sketch map prepared by Mr. Walters covering the location of the pipes involved.
Sketch map submitted by Mr. Stewart
File of Mr. Devers.

This claim naturally divides its self into two parts, one covering the claim for pipe amounting to $740.00 and the other for loss of revenue amounting to $196.00.

I cannot see any merit to the claim for $740.00 for pipe as we reinstalled all the pipes that were moved excepting the 146 feet which Stewart allegedly gave away. For reasons cited I would recommend that this part of the claim be denied.

The claim for $196.00 for loss of customer service has some merit and I believe that we should have insisted on reconnecting the water users back to Stewart's line after it was replaced. The history of this matter was that at the time we first moved Stewart's line the users were connected to another water main and when we went to put them back they requested to be left alone because they claimed the water service rendered by the other company was superior to that received from Stewart. We really should have insisted on putting them back on the original main regardless of their protests.

It would therefore be my recommendation that we allow Mr. Stewart a credit of $196.00 to be applied to the bill we will render him for moving the pipe which was in our right of way.

The books in this office show that it cost us $352.74 to move Stewart's pipe and unless this is collected I would deny him payment of the $196.00 for loss of revenue.

Very truly yours,
(Sgd) K. D. LYTLE
K. D. LYTLE
Division Engineer

kdl/e
encls
cc H. G. Smith
cc S. F. Walters

FORM S-C-1 89103 2M 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

January 28, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Complying with your request of January 21, 1936 I am submitting herewith a report made by Mr. Walters on the claim made by Mr. A. L. Stewart in behalf of the Cascade Locks Water Company for reimbursement for damage to his water system during the construction of the highway through the town of Cascade Locks. There is included with this report the following:

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Sketch map submitted by Mr. Stewart
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The books in this office show that it cost us $352.74 to move Stewart's pipe and unless this is collected I would deny him payment of the $196.00 for loss of revenue.

Very truly yours,

K. D. Lytle

K. D. LYTLE
Division Engineer

kdl/e
encls.
cc H. G. Smith
cc S. F. Walters

FORM S-A-1 SM 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Silver Lake, Ore.
Jan. 23, 1936.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K.D.Lytle, Division Engineer,
Oregon State Highway Commission,
Bend, Oregon.

Dear Sir:

Note copies of Mr. Baldocks letters, with sketch and claim of Cascade Water Co. attached.

I am enclosing a sketch showing the Water Co!s mains and indicating the only portion which has not been replaced, with explanation.

In connection witht this report please refer also to Mr. Devers file in this matter which I also enclose.

May 7th, 1935, I went to see Mr. A.L.Stewart, resident manager, of the Cascade Water Co., to talk to him about moving such of his pipes as might be interferred with in the course of the highway construction. Mr. Stewart told me that he would not move them, and that the Commission or Contractor would have to take care of them "and that settles it". This notice was given three days before the contractor arrived on the project with his shovel.

The Division Engineer was notified of the situation, which resulted in a letter of notification from the Commission Attorney dated May 18th. to Mr. Stewart to move his pipes or the Commission would do so with their own forces.

The only knowledge we had of the system, was an exposed portion of a 3" main, 19' ft. to theright of the old center line opposite new station 133 plus 57, being 11 ft. inside the existing 60 ft. right of way.

Inasmuch as there was no knowledge of the existing pipes, and having no help from the Water company, our only recourse was to proceed with the excavation, and make such temporary arrangements as possible as the shovel tore them up. The excavation was commenced on the east end of the job on May 11. On May 23, it had proceeded to the point of the exposed main, at which time, I again notified Mr. Stewart of the imminence of interference with his water service.

It will be noted in this connection, that the representative of the Independent Water Co. was on the ground at all times during any excavating in the vicinity of their pipes, and had tools and materials ready to move or repair any damage. A small amount of cooperation on the part of the Cascade Water Co., would have resulted in uninterupted service and a small amount of damage, as we had men and equipment to aid in this work, because it was our belief that we were responsible for that property that occupied the recently acquired additional right of way.

Mr. Stewart told me that the contractor had already been to see him and told him that if something was not done , that no doubt they

would have to destroy some of the pipe. Mr. Stewart asked me if they would actually do that, and I told him they probably would.

On May 25, Mr. Stewarts son shut of the water, I assume at the reservoir, and sawed the pipe intwo about 40 ft. back of the slope stakes. He was still working and had onehelper when I arrived at that point. He had the pipe completely severed at 9:15 A.M. Please take particular notice ofthis fact, as I doubt if he has made any connection there since, and we took the pipe apart as shown on the sketch just back of the slope.

Shortly afterward, Mr. Stewart came to me in a towering rage and t old me that if we disturbed his pipe that he would enjion us from further operation. He also unmercifully bemeaned his son for shutting off the water and cutting the pipe, saying that it broke him. I had a crew of men on the job making temporary connections with another line, in order to get water to various users. Such pipe as was taken up was stored for replacement, when it was not too badly crushed. Out of about 260 ft. 146 ft. was considered in as good shape as in original position.

Mr. Stewart came to me at various times during the course of construction, about his pipes, but it was necessary to wait until the job was completed to relay the pipes in the highway right of way, as there was no other place to put them, the abuting property being privately owned.

From about Station 121 to 126, the main was reduced to 2" andthen 1". Between these limits the pipe was again in the area ofimprovement, and was partially torn up by the shovel and, being old and rotten, mashed by heavy equipment. This pipe was so worthless that no attempt was made to slavage it and was replace by a good second hand pipe furnished by the Commission. This part ofthe system all lay within the original 60 ft. R/W/

At the conclusion of the improvements, the disturbed lines were relaid as noted, the missing 3" pipe being replaced with second hand pipe purchased by the Commission. It was found on commencing this work that the salvaged pipe had disappeared, and on investigation, that Mr. Stewart had disposed of it to Mr. Luther Elliff, of Cascade Locks.

In this matter, refer to the Attorneys letter to Mr. Stewart dated Oct. 21, 1935, and signed by Mr. Baldock.

This water system has been completed, as of Sept. 25th. 1935, except for that part disposedof by Mr. Stewart.

It is recommended that the claim for the pipe be denied, andthe claim for loss of service referred to the Commission Attorney.

Very Respectfully,

S. F. Walters

S.F.Walters,
Resident Engineer.

January 21, 1936

Mr. K. D. Lytle
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Herewith communication which is self-explanatory, together with a photostat of the map and copies of the letters from Mr. Sax and Mr. Stewart. Please have a report in full rendered by S. F. Walters, Resident Engineer, and attach your recommendations. Give this matter your immediate attention.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. Henry F. Cabell
Mr. S. Frank Walters

January 21, 1936

Mr. Samuel E. Sax
Attorney at Law
Spalding Building
Portland, Oregon

Dear Sir:

Mr. Cabell, Chairman of the Highway Commission, came down to this office Monday, at which time there were present K. D. Lytle, Division Engineer, and S. F. Walters, Resident Engineer.

The investigation was handicapped by not having the papers that you stated would be here Monday, and in consequence I will send copies of the papers to Mr. Lytle and Mr. Walters for their examination and report. As soon as they have been returned, will bring all the information to the attention of Mr. Cabell.

Mr. Cabell may wish to call you to his office in Portland to discuss the matter. I will advise you of his wishes in this regard.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. Henry F. Cabell
Mr. K. D. Lytle
Mr. S. Frank Walters

174-13

January 17, 1936

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

An attorney by the name of Sax came before the Highway Commission at its last meeting, in regard to the claim of the Cascade Locks Water Works Association.

It appears that when the Cascade Locks Section was constructed, a contractor was permitted to remove considerable pipe belonging to the Association and they have suffered damages thereby. Their claim totals $956, but Mr. Sax said that they would settle for $500 cash. The Commission refused to act in the matter until it had all the facts of the case. Mr. Sax agreed to present the claim in writing, together with a brief setting forth the basis of the claim. Mr. Cabell wished to discuss this matter with you on Monday of this week, following which a conference was to be arranged with Mr. Sax and Mr. Stewart of the Water Company. Information from Mr. Sax was not received until today. It is now on your desk.

Very truly yours,

Secretary

HBG:MBL

January 17, 1936

Mr. Samuel E. Sax, Attorney at Law
Spalding Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 14th inst., inclosing the claim of the Cascade Locks Water Works Company, the affidavit of Mr. A. L. Stewarth and a sketch map of the pipe location in Cascade Locks which occasioned the claim.

I shall see that this letter is brought to the attention of the State Highway Engineer.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By H. B. Glaisyer, Secretary

ATwater 4785

SAMUEL E. SAX
ATTORNEY AT LAW
SPALDING BUILDING
PORTLAND, OREGON

Jan. 14, 1936

Mr. H.P.Claisyer,
Secretary Oregon State Highway Commission,
Salem, Oregon

Dear Sir:-

I am enclosing herewith a sketch showing the vicinity of the destruction of the Cascade Water Works pipe line, together with an itemized statement of the loss.

I regret very much that these papers did not reach you by Monday noon, as I promised, due to the delay in sending them to Cascade Locks for Mr. Stewart's signature.

If the Board finds it necessary, in order to complete this matter, that I come to Salem, your advice thereof will bring me.

I wish to thank you kindly for the very generous co-operation I have received from you, and assure you that the same is deeply appreciated.

Very respectfully yours,

Samuel E. Sax

SAMUEL E. SAX

SES-J
ncl.

CLAIM OF THE CASCADE LOCKS WATER WORKS

CASCADE LOCKS, OREGON

vs.

OREGON STATE HIGHWAY COMMISSION

To destruction of water pipe by highway improvement.

400 feet 3" pipe	$. 50	$200.00
600 " 2" "	.40	240.00
1100 " 1" "	.28	300.00
Loss of customer service		
6/4/35 to 1/4/36, per mo	$28.00	196.00
Total		$936.00

STATE OF OREGON,)
Multnomah) ss.
COUNTY OF ~~HOOD RIVER~~.)

I, A. L. Stewart, being first duly sworn, depose and say; that I am the Vice-President and Treasurer of the Cascade Locks Water Works Company, incorporated, and that the within statement of damage and destruction to the water pipe line and business of said Water Company is true as I verily believe.

A. L. Stewart

Subscribed and sworn to before me this ___ day of January, 1938.

Samuel E. Lee

Notary Public for Oregon
My Commission Expires 2/1/39

e. State of Oregon – Feb 5, 1894
[illegible] grant of – Wasco County and
[illegible] R.R.R.N. Co. – John Chapman Donation Claim –

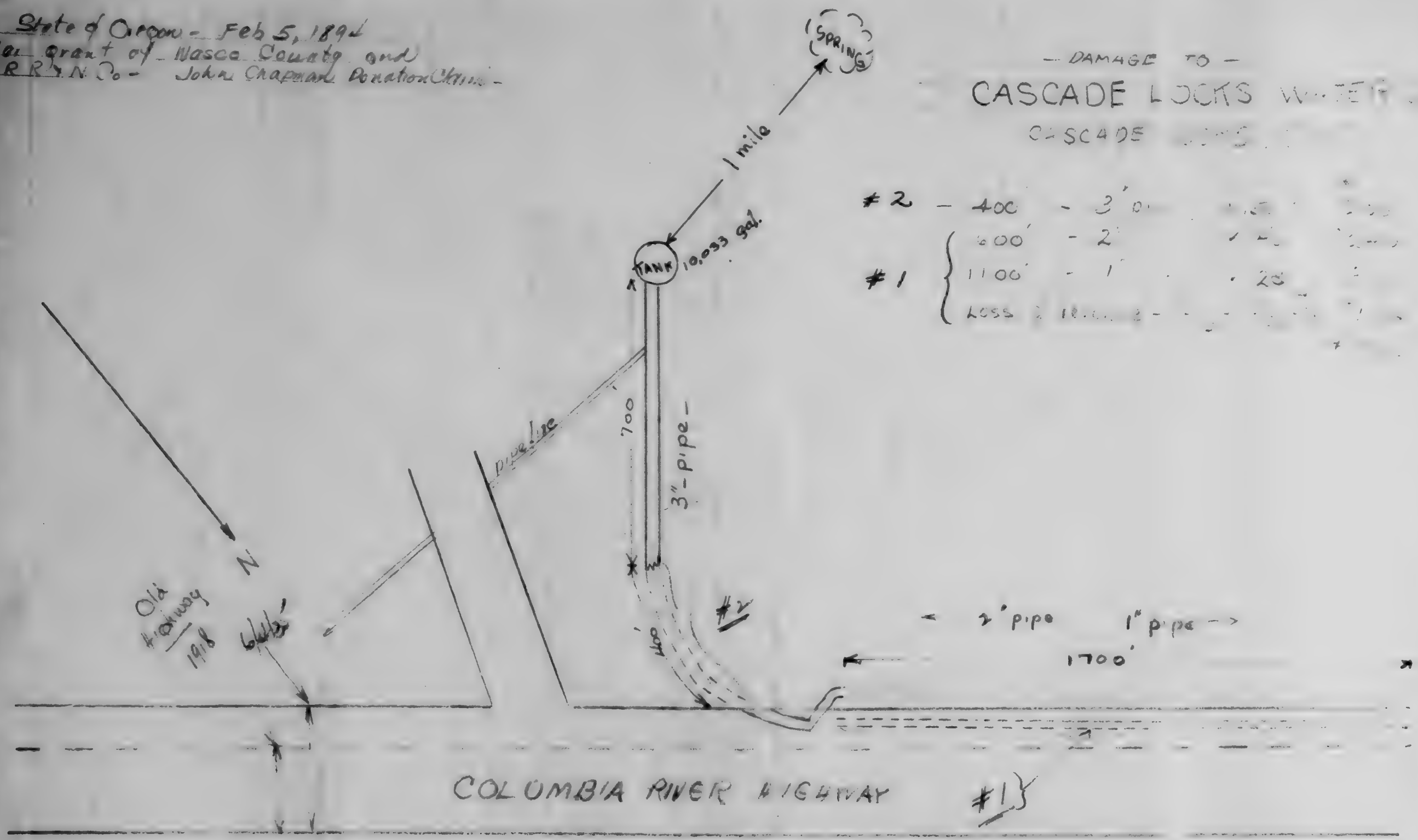
– DAMAGE TO –

CASCADE LOCKS WATER

CASCADE LOCKS

#2 – 400 – 3" [illegible]

#1 { 600' – 2" [illegible]
1100' – 1" – 25 [illegible]
Loss [illegible]



EXPLANATION –

#1 – Section of R[illegible] removed –

#2 – " " " "

January 8, 1936

Mr. Samuel E. Sax
Attorney At Law
Spalding Building
Portland, Oregon

Dear Sir:

I have just received your letter of January 6, stating your desire to secure an appointment to appear before the State Highway Commission relative to the claim of Mr. A. L. Stewart for damages sustained by the Cascade Water Works in connection with highway improvement through Cascade Locks.

Indications are that the State Highway Commission will have a very busy two-day session, with many delegations to be heard. I am scheduling your appearance before the Commission for the hour of 4:00 o'clock p. m. on Friday, January 10. I cannot guarantee that you will be heard at that hour exactly, but will try to arrange for your appearance as soon thereafter as is possible. Will you please advise me of your presence at the meeting?

Very truly yours,

Secretary

HDG:MBL

ATwater 4785

Samuel E. Sax
Attorney at Law
Spaloing Building
Portland, Oregon

January 8,1930

Mr. W.P.Blaisyer,
Secretary State Highway Commission,
Salem, Oregon.

Dear Sir:-

Mr. J. .Devers has referred me to you for an appointment to appear before the Highway Commission relative to the claim of Mr. A.L.Stewart for damages sustained by the Cascade Water Works in connection with the Highway Improvement through Cascade Locks.

If you will inform me by return mail as to a possible date and hour of which I may appear before the Commission, so that I might make my claim, satisfactorily, I would be very much obliged.

Yours very respectfully

Samuel E. Sax

SES:J

Jan 10
4:00 PM

January 2, 1936

Mr. Samuel E. Sax,
Spalding Building,
Portland, Oregon.

Dear Sir:

I acknowledge your letter of the 31st in which you present for Mr. A. L. Stewart his claim for damages alleged to have been sustained by the Cascade Water Works in connection with highway improvement through Cascade Locks.

Your letter has been handed to the Secretary of the Highway Commission for presentation to the Commission at its next meeting, which will be in Portland January 8, 9 and 10. If you desire to appear personally before the Commission in connection with this matter I would suggest that you ask H. B. Claisyer, Secretary to the Commission, for an opportunity to be heard and for an assignment of time for such purpose.

Yours very truly,

J. M. DEVERS

JMD:PW

ATwater 4785

SAMUEL E. SAX
ATTORNEY AT LAW
SPALDING BUILDING
PORTLAND, OREGON

Dec. 31, 1928

Mr. James Devor,
Attorney General's Office,
Highway Department,
Salem, Oregon

Dear Sir:-

My client, Mr. A.L.Stewart, has requested me to address a reply to your recent enquiry concerning the damage to Cascade Water Works pipe line.

Upon going over the matter with him I find that during the construction of the New Columbia River Highway through Cascade Locks, the State Construction Department found it necessary to excavate and remove approximately two thousand feet of pipe, running between one inch and three inches in diameter, and though the original cost and the replacement value would be a sum well into four figures, Mr. Stewart feels that due to the considerations previously shown him by your office he would be willing to induce the stockholders of the water company to accept a cash settlement of Five Hundred ($500.00) dollars.

I believe that this is a very reasonable offer and one which your department, upon due consideration, will find it feasible to accept.

An early reply will be sincerely appreciated.

Very respectfully yours,

Samuel E. Sax
Samuel E. Sax

SES-J

FORM S-A-1 6M 8-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174

OREGON STATE HIGHWAY COMMISSION

SALEM

January 15th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

NOTED.
[illegible] Highway Engineer

Dear Sir:

Mr. Clymer has further checked the cars used to ship gravel from Portland to Cascade Locks and has concluded that cars of this description are of the capacity to have held 55 cubic yards if heaped up slightly. He has measured several cars of this cubic capacity and found they hold from 48 to 55 cubic yards.

This is in reference to the claim of F. J. Kerman on the Cascade Locks job.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-A-1 6M 6-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174-B

OREGON STATE HIGHWAY COMMISSION

SALEM

January 14th, 1938

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

Reference is made to the claim of F. J. Kernan for additional crushed rock shipped to the Cascade Locks job. Mr. Clymer, in consultation with Mr. Hollenberg, presents the following facts:

That their claim for 1528 yards is based upon shipment in 28 cars, an average of 54.57 yards per car, which both men state is far beyond the capacity of any car. We are continually shipping rock in our maintenance operations, and the average capacity of the cars is about 35 or 40 yards.

Based upon our truck measure of 1227.5 yards, the average capacity of the cars shipped to Bonneville would be 45.84 yards, which in itself is considerably more than the capacity in our other operations.

Mr. Clymer suggests that you measure some actual gondolas of this capacity to see their cubic capacity, and I will request him to check with the weighing master in Portland and find out what he can learn at that point.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

[illegible]

FORM S-A-1 6M 9-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

December 31st, 1935

Mr. K. D. Lytle
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Herewith please find correspondence from Mr. Kernan pertaining to certified truck weights on rock shipped to him by the Ross Island Sand & Gravel Co.

Please give us your report on this discrepancy in amounts on the Cascade Locks job as soon as possible.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: R. H. Baldock

FORM S-A-1 SM 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

December 27th, 1935

IN REPLY, PLEASE REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

I am attaching the claim from F. J. Kernan on the Cascade Locks Section. This claim is itemized in detail, and Mr. Kernan has discussed it with me at some length. I am therefore, submitting his verbal arguments in order that you may make a written report on the recommendations. After the receipt of your written report, I believe Mr. Baldock will desire a conference with Mr. Kernan.

Item #1: Mr. Kernan states that he made no agreement to tamp the fill material, which was placed by maintenance forces, for 7½ cents per yard. He states that this work cost him as much as any other grading work and that he should have full price. Inasmuch as Mr. Kernan accepted the Force Account Order and did the work, I think he will accept the same if you can explain the reasonableness of the price.

Item #2: He claims that it was necessary to clear areas not anticipated in his bid, in order to have a storage place for the large boulders found in the pit. He evidently thinks that this area was outside the limits of the original pit, the entire area of which I presume we anticipated clearing. Please discuss this from the suggested angle.

Item #3: Moving large boulders from the gravel pit. Inasmuch as these large boulders may or may not have been anticipated, in addition to your analysis of the fairness of allowing him anything for the boulders, please go over the bill very carefully to see if the equipment and men were used on this work.

Item #4: Setting and removing headers. This clearly is a part of Kernan's contract, and it did not appear that he really expected any adjustment but merely turned in the bill for psychological effect.

Item #5: Clearing on J. B. Labor's Street. He states that this was extra work as it could not have been anticipated in the original bid and was not set forth in the specifications.

Item #6: He states that 27 loads of sidewalk material was not included in the final estimate, and tickets for the same were never issued. Please check this very carefully.

Item #7: He states that this dirt was piled up for Mr. Labor's use, that he did not use it as he had expected, and that he had to return later and level off the same.

Item #8: He states that excess sub-base material was hauled onto the road, which had to be graded off and removed. Please give a detailed explanation of why the sub-base material could not have been more accurately anticipated.

Item #9: He states that he has receipts for crushed rock shipped to Cascade Locks and insists they should be used for evidence to substantiate his claim that not enough rock tickets were issued. The Ross Island Sand & Gravel Co. are also interested, as they are to be paid by our measurements.

Item #10: He claims that receipts were not given for the designated amount of water, on the grounds that it was used for maintenance. His contention is that the road was built under the State's supervision, possibly with an inadequate amount of filler, and for that reason the water was necessary until the road could be oiled. It is my recollection that in at least one instance a similar claim arose, and that we found it advisable to make some allowance for the water used. Please discuss this fully.

Item #11: I do not remember that he advanced his reasons why increased freight rate should be allowed after the job had been awarded, as the award was made fully in accordance with our specifications.

Item #12: He will accept our allowance for barrelled asphalt and withdraw his claim for more compensation.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-G-1 25770 5M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

1146

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

December 23, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. W. G. Smith

Dear Sir:

In the construction of the Cascade Locks Section we destroyed a drain tile on the property of T. B. Laber and I promised to replace it. Laber agreed to perform the work of laying the tile if we would purchase it.

I am attaching hereto an order covering this expenditure and a requisition for the material necessary.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encls.

NOTED

December 16, 1935

Mr. A. L. Stewart,
% Cascade Water Company,
Box 115,
Cascade Locks, Oregon.

Dear Sir:

I promised you some weeks ago when you were here in the office that I would write you in answer to your request that the Highway Commission make some offer of settlement for the loss of water pipe which it appears was removed in connection with highway improvement through Cascade Locks.

I have discussed this matter with the Engineers but failed to get any information upon which I could base a recommendation of payment. If you care to write a letter to the Commission stating further your reasons for asking for reimbursement and setting forth all facts within your knowledge, I shall be pleased to bring the matter again to the attention of the Commission for further consideration.

I am unable, however, to promise any favorable action, but, as I have already stated, will submit such request as you may want to make.

With kindest regards, I am

Yours very truly,

J. M. DEVERS

JMD:PW

Notebook

September 6, 1935

COST RECORDS--FINAL REPORT

Cheenume Locks Section, Columbia River Highway, Grading and Bituminous Macadam, Contract 1787, Proj'x 14-L102

174-A

F. J. Keenan, Contractor
C. F. Wilson, Resident Engineer

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 131.00	[illegible]				$ 300.00
Trench Excavation	15.50	[illegible]	C.Y.	0.75	1.00	211.15
Excavation Single Class	7,475.00	[illegible]	C.Y.	0.40	0.42	7,334.34
Overhaul	322.00	[illegible]	Y.M.	0.03	0.02	214.68
Trench Haul	[illegible]	[illegible]	Y.M.	0.18	0.12	256.88
Finish Roadbed & Shoulders	[illegible]	0.01	Mi.	315.00	200.00	182.00
Removing Cutcrete	114.50	[illegible]	L.F.	0.01	0.10	191.14
12" Concrete Pipe	[illegible]	[illegible]	L.F.	0.31	1.10	234.30
18" Concrete Pipe	[illegible]	[illegible]	L.F.	[illegible]	2.50	330.00
24" Concrete Pipe	[illegible]	[illegible]	L.F.	3.15	4.00	276.00
Remove Old Pavement	407.50	[illegible]	S.Y.	0.38	0.35	430.15
Class "A" Concrete	[illegible]	[illegible]	C.Y.	[illegible]	22.00	288.76
Catch Basin, Frame & Grating	[illegible]	[illegible]	Ea.	10.52	25.00	[illegible]
Class "B" Concrete	[illegible]	[illegible]	C.Y.	[illegible]	23.00	528.92
Metal Reinforcement	138.50	[illegible]	Lbs.	0.058	0.06	145.10
Concrete Curb	[illegible]	[illegible]	L.F.	0.371	0.50	[illegible]
Lower Course, Bituminous Macadam	[illegible]	[illegible]	C.Y.	0.85	0.65	5,811.60
Top " " "	1,[illegible]	[illegible]	C.Y.	0.65	0.55	1,534.78
Gravel in Footpaths	[illegible]	[illegible]	C.Y.	1.19	[illegible]	362.38
Concrete Curb 8" High	57.75	[illegible]	L.F.	1.05	1.00	55.00
Filler	[illegible]	[illegible]	C.Y.	[illegible]	0.35	48.30
Haul Filler	[illegible]	[illegible]	Y.M.	[illegible]	0.15	13.35
Sprinkling 3/4"	[illegible]	[illegible]	M-G.	0.95	2.00	477.90
Placing 1½"/Mineral Aggregate	[illegible]	[illegible]	C.Y.	1.00	1.10	2,567.40
Hauling 1½"-3/4" Mineral Aggregate	[illegible]	[illegible]	Y.M.	0.12	0.12	2,233.84
Furnish, Haul & Place Min. Agg.	4,134.20	[illegible]	C.Y.	3.44	3.65	4,390.95
Grade "E" Asphalt	5,145.00	[illegible]	Tons	27.10	25.50	4,852.75
Cutback Asphalt in Seal Coat	413.50	[illegible]	T.	[illegible]	[illegible]	[illegible]
Cutback Asphalt in Tack Coat PA #5	447.65	17.7	T.	25.30	22.75	402.68
Mineral Agg. in Stock Pile PA #6	51.45	24.5	C.Y.	2.10	2.40	58.80
Barrelled Cut Back Asphalt PA #6	44.75	2.14	T.	20.90	22.75	48.69
" Grade "E" Asphalt PA #6	111.50	4.7	T.	23.70	25.50	119.85
Force Account Work	144.50					149.41
	$ 39,553.65					$ 36,682.29

Total Cost	$ [illegible]
Gross Revenue	[illegible]
Net Loss	[illegible]
Net Loss Equals 5.1[illegible] of Gross Revenue	

Note: This contract is [illegible] as the original records were not available [illegible].

December 6, 1935

COST [illegible] -- FINAL REPORT

Cascade Locks Section, Columbia River Highway, Grading and Bituminous Macadam, Contract 1737, Prefix 14-1102

F. J. Kerrigan, Contractor
S. F. Walters, Resident Engineer

DETAIL COST

Labor:

Labor	$10,310.21	
Supervision (Superintendent & Timekeeper)	2,[illegible]22.53	
State Industrial Accident Insurance	78[illegible].11	
Glendower's Claim for Over Time	9[illegible].47	
		$14,[illegible]45.32

Material:

Ready Mix Concrete Delivered on Job,	26	C.Y.	at	$8.25	$214.50
Cement, Delivered on Job	243	Bbl.	at	2.50	621.25
Min. Agr. for Concrete, Del. on Job,	21[illegible]	C.Y.	at	2.75	531.25
Reinforcing Steel, Del. on Job,	24000	Lbs.	at	0.036	86.40
12" Concrete Pipe, Del. on Job,	21[illegible]	L.F.	at	0.60	127.80
18" " " " " "	132	L.F.	at	1.50	198.00
24" " " " " "	6[illegible]	L.F.	at	2.00	138.00
Catch Basin Covers, " " "	13	Ea.	at	6.50	84.50
Grade "P" Asphalt, Inc. Freight,	195	T.	at	19.70	3,841.50
RC 3 Cutback, Inc. Freight,	36.78	T.	at	18.40	676.75
Min. Agr. for B.M., Inc. Freight	1[illegible]27	C.Y.	at	1.75	[illegible],148.13
					[illegible],798.08

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	$8,118.20
Gas, Oil & Grease	3,49[illegible].24
Explosives	117.50
Form Lumber & Stakes for Concrete Work	160.00
Form Lumber & Piles for Bituminous Macadam	21[illegible].00
Small Tools, Supplies & Misc.	86[illegible].00
Moving In & Out	250.00
Fuel for Heaters & Repairs	13[illegible].50
Road 1% of Gross Revenue	36[illegible].82
Home Office Expense	1,195.00
	[illegible],[illegible]38.25

Contract Total $ [illegible],583.65

REMARKS:

This job was bid March 24th, and awarded April 14th, 1945. Work was started May 7th, and contract completed Sept. 17th.

Progress was slow due to inefficient management, lack of cooperation from the subcontractor, and the lack of suitable equipment, which increased cost.

The 3/8 Yard Shovel which was used was too small for economical operation on excavation, overburden removal and the loading of gravel subgrade. The gravel pits from which the gravel subgrade was obtained contained a considerable amount of large boulders which were too large for a 3/8 yard shovel to handle. A 1 yard shovel could have handled a large percentage of these boulders and would have greatly increased production.

5864 cubic yards of pit run gravel (3"-0) for lower course subbase was dug in the Hawk Pit, in about 18½ hours operating time, and average of about 38½ cubic yards per hour. It was necessary to remove approximately 1500 cubic yards of oversize material, varying in size from about 4 inches to 48 inches in diameter. The larger sizes were removed before loading. Boulders too large for shovel to handle were dragged out of the way with a 50 cat. Smaller rocks that were oversize were raked up and picked out after gravel was dumped on the road bed.

3348 cubic yards of pit run gravel (1"-0") for top course of subgrade and shoulders was dug in the Fish Commission Pit, in about 7½ hours shovel operating time, an average of about 46 cubic yards per hour. About 75 cubic yards of oversize material, varying in size from 3" to 36" in diameter, was removed by the method used on lower subbase.

The cost of concrete work was high due to traffic interference, lack of curb forms, (we only had 400 lineal feet of forms on job and these were reused 17 times), and the hand labor methods used. The concrete was shoveled into wheel barrows, wheeled and dumped into a 1-sack mixer and from the mixed concrete was wheeled 60 feet.

The oiling operations were started July 24th, and were completed Sept. 13th. A total of about 121 hours operating time was required to place 3547 cubic yards of liquid concrete and to spread 877 tons of asphalt, an average of only about 17 cubic yards of concrete and 1.7 tons of asphalt per hour. The crew never did get organized for efficient operation.

With efficient management this job would have paid a fair profit.

E. H. Clymer
Cost Analyst.

174

November 26, 1935.

Standard Oil Company of California
P. O. Drawer 950
Portland, Oregon

Attention: F. W. Ewing

Gentlemen:

Reference is made to your letter of November 22, concerning the F. J. Kerman contract No. 1737, Cascade Locks Section.

You are advised that the above contract was completed on September 17 and was accepted on October 28. The total amount paid the contractor to date is $31,944.81. The retained percentage is $4,518.36.

We are unable to advise you just when the final payment will be made.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

12041

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
L. L. CAMPBELL
DISTRICT SALES MANAGER
T. F. GUNN
G. H. MOORE
ASSISTANT DISTRICT SALES MANAGERS

OFFICE
9TH FLOOR PACIFIC BLDG
820 S. W. YAMHILL STREET
P. O. DRAWER 950

PORTLAND, ORE.

November 22, 1935

F. J. Kernan

State of Oregon
Highway Commission
Salem, Oregon

Gentlemen:

We have furnished petroleum products to the above contractor in connection with State of Oregon Highway Commission contract 1737 which covers the grading and macadam surfacing of the Columbia River Highway known as the Cascade Locks Section.

In connection therewith we are interested in knowing the amount paid the contractor to date for this work, the amount of the retained percentage and the approximate date that the final estimate will be paid.

For your convenience in replying there is enclosed a self-addressed, stamped envelope.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

L.L.Campbell, District Sales Manager

By _____
District Credit Man

CDE:LP

S.7 X3 X 24.46 - mtl to Comm

Comm. Est. - $36,463.17
Ret'd. $ 1,093.90
$35,369.27
Ord -

FORM 9-A-1 6M 9-35

COMMISSIONERS
HENRY P. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 16, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

Mr. Baldock is unwilling to approve Kernan's price on Grade E asphalt and cutback in barrels as he feels it is out of line with the price we have been paying other contractors. We purchase this material from the contractors merely as an accommodation as there is nothing in our contract which requires it, and therefore, we are willing to pay them merely a price commensurate with that which we customarily pay for the same material. Therefore, kindly advise Mr. Kernan the price will be as you have indicated on the price agreement.

I am returning the price agreements to you.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-C-1 22773 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1746

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

November 14, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. R. G. Smith.

Dear Sir:

The following is an explanation of the under runs and over runs incurred in the construction of the Cascade Locks Section of the Columbia River Highway, Contract No. 1737, H.R.H. 174-B:

Clearing and Grubbing:

No Change Lump Sum Bid.

Trench Excavation:

Pel. Est. 150 cu. yds Final Est. 211.15 cu yds.
Added yardage due to extra length of box culvert and outfall ditch at Station 112+76.

Excavation, Single Class:

Pel. Est. 1900 cu. yds. Final Est. 18653.2 cu. yds.
Under run due to not using up all of the 10% allowance in quantities.

Overhaul:

Pel. Est. 4300 sta. yds. Final Est. 10,734 sta yds.
Our preliminary was under estimated and the 1200.7 cu. yds. moved for Labor under right of way agreement was hauled farther than we originally figured.

TRuck haul:

Pel. Est. 1600 yd. mi. Final Est. 1974 yd. mi.
Our preliminary was under estimated.

Finishing Roadbed & Slopes:

Pel. Est. 0.91 mile Final Est. 0.91
No change

Rounding Cutbanks:

Pel Est. 4000 Final Est. 1911.4
Preliminary over estimated on account of street approaches and in many places we were unable to round the cut banks on account of buildings and fences.

12" Concrete Pipe:

Pel. Est. 190 ft. Final Est. 213
Had to put in extra pipe to catch basins.

18" Concrete Pipe:

Pel. Est. 60 ft. Final Est 132 ft.
Put in 18" pipe at Sta. 112/76 instead of 24"

24" Culvert Pipe:

Pel Est. 110 ft Final Est 69 ft.
Under run due to change in size of pipe at Station 112/76.

Removal of Old Pavement:

Pel. Est. 2000 sq. yds. Final Est. 1229 sq. yds.
The preliminary was over estimated.

Class "A" Concrete:

Pel Est 10 cu. yd. Final Est 13.58 cu. yd.
Over run due to placing extra catch basin and length of drops was greater than estimated.

Catch Basin Frame & Grating:

Pel. Est. 10 Final 13
Over run was due to installation of additional catch basins.

Class "D" Concrete:

Pel Est. 24 cu. yd. Final Est 26.04 cu. yd.
Over run due to extending length of box culvert.

Metal Reinforcement:

Pel Est. 2200 lbs. Final Est. 2235 lbs.
Over run due to extending length of box culvert.

Concrete Curb:

Pel. Est. 7200 Final Est. 6725.6
Under run due to failure to deduct approach streets in preliminary estimate.

Lower Course Subbase & Shoulders:

Pel. Est 6300 c. y. Final Est 5864
Under run due to not having to use the 10% extra carried in preliminary estimate.

Top Course Subbase & Shoulders:

Pel. Est. 2000 cu. yds. Final Est 2790.5 cu. yds.
Over run due to small gravel going into voids in base gravel.

Gravel in Footpaths:

Pel Est. 600 cu. yds. Final Est 557.5
Under run due to not using 10% allowance in preliminary estimate.

Concrete Curb 30" Section:

Pel. Est. 0 ft. Final 55 ft.
It was necessary to put in higher curb section in front of Hotel to permit lowering grade of side walk.

Filler:

Pel. Est. 800 cu. yds. Final Est. 138 cu. yd.
Base and top rock contained sufficient filler.

Hauling Filler:

Pel. Est. 800 Final Est. 89 cu. yd.
Amount of filler used reduced haul.

Sprinkling:

Pel. Est. 220 M. Gal. Final 238.95 M-gal.
Over run due to long dry spell and slowness of contractor in completing job.

Placing 1 1/4"-3/4" Mineral Aggregates:

Pel Est. 2200 cu. yds. Final Est. 2334. cu. yd.
The leveling course over old pavement required more rock than was estimated.

Hauling 1 1/4"-3/4" Mineral Aggregate:

Pel. Est. 14, 500 yd. mi. Final Est. 18615.3 cu. yd.
The amount of materials hauled was increased and amounts in the various stockpiles did not hold out.

Furnishing, Hauling, Placing
Other Mineral Aggregates:

Pel. Est. 1050 cu. yd. Final Est. 1203 cu. yd.
More of this material was used in the leveling courses than we estimated.

Asphalt:

Pel. Est. 160 tons Final Est. 190.34 tons
The crushed rock base was tied up with asphalt instead of filler which accounted for the excess in asphalt. This excess is really greater than is shown above as the binder course was changed from asphalt to cutback.

Emulsified or Cutback Asphalt
In Seal Coat:

Pel. Est. 16.0 Tons Final Est 16.94 Tons
Increase was due to small unequalities in the spreading of the oil.

Cutback Asphalt in Base:

Pel. Est. 0 Tons. Final Est. 17.70 tons
Cutback Asphalt was used in the prime coat as the base was too dusty to use straight asphalt.

The engineering overran due to the length of time it took the contractor to do the job.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
CC S. H. Probert.

288

November 4, 1935

Mr. A. L. Stewart,
% Cascade Water Company,
Box 115,
Cascade Locks, Oregon.

Dear Sir:

In keeping with my promise made to you when you called here a few days ago, I am inclosing herewith a copy of the provisions in the agreement between Mr. Laber and the State Highway Commission in connection with property acquired for right of way purposes through Cascade Locks.

These provisions, I understand, are the ones in which you are interested:

"Between stations 104 and 115 and between stations 130 and 158.04 the second will grant an easement to the first party for as much land as is required by 1 to 1 slopes for cuts and 1 1/2 to 1 slope for fills, which slopes shall start at highway grade not more than 34' from the highway center line and continue to the natural surface of the ground; except at such places as the second party may elect to build a concrete or rock retaining wall, at which places first party agrees to excavate to grade to the right of way boundary and to excavate such additional material outside of such right of way excavation to be a part of the 1200 cubic yards specified in paragraph 2 of page 4 of this agreement."

* * *

"There is also hereby granted to the State of Oregon, its successors or assigns, a perpetual easement over all land abutting upon or extending outside of the limits of the foregoing described 80 ft. strip of land, said easement being for all necessary slopes and/or fills which extend beyond the limits of the said 80 ft. strip."

Yours very truly,

J. M. DEVERS

JMD:PW

cc K. D. Lytle

FORM 2-C-1 28168 SM 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

RECEIVED
NOV 4 1935

November 2, 1935

Mr. J. M. Devers, Attorney,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I was not familiar with dates and conversations our engineer Walters had with Mr. Stewart of Cascade Locks, relative to his water pipes so I asked Mr. Walters to give me a written report, a copy of which is attached. I am also sending my file on this matter.

You will note from the file that you notified Mr. Stewart on May 18 to move this pipe, which is five days before Walters says the contractor removed the pipe. Personally I would not give much weight to any statements made by Mr. Stewart.

I have asked Walters to give me a list of the charges against moving the water line.

When you have finished with the file will you kindly return same.

Very truly yours,

K. D. Lytle

K. D. LYTLE
DIVISION ENGINEER

KDL/e
encls.

FORM 1-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Silver Lake, Ore.
Oct. 31, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K.D.Lytle, Division Engineer,
Oregon State Highway Commission,
Bend, Ore,

Re: Cascade WaterCo. Pipes
14-1102

Dear Sir:

In reply to yours of the 30 October.

On May 7, I went to see Mr. Stewart and told him that we were going to do some road work and asked him to take care of the pipes and mains that were in the way. He said that he wouldn't touch them, that it was up to the State, or the contractor, he didnt care which, and that settled it, and that his franchise dated from 1894.

On May 23, we moved the shovel into the point where the Main line came down and I again notified Stewart that we were going to work. He said Kernan had been up and told him that they were going to tear them out of the way,and probably detroy them, and wanted to know if Kernan would actually do that. I told him that probably that would be the case. I advised Kernan to salvage as much as possible of the old pipe, so that we could relay it. As the shovel uncovered it it was placed to one side for future use.

On May 25, Stewarts son shut the water off, I presume, at the reservoir, and sawed the main intwo, just outside the right of way, at 9:15 AM., so that the pipe would be loose, and to keep from draining all the water out. I don't think that any of the water users were without water more than three hours, and some of them only a few minutes, as we had a crew cutting them in on another line, The Independent Water Co., a [illegible]

On July 10, Stewart called me about the water pipes, claiming [illegible] to do the work himself. I told him that we would replace the pipe if [illegible] but that [illegible] Co. were obliged to take care of their property, which was on state right of way we would bill him for the costs, and if necessary, enter suit for collection. He then went into a tirade over the injuries real or fancied- that he had suffered at the hands of J.B Laber.

I avoided any further direct conversation with him, as he seemed more interested in a discussion of the right-of-way deal between the Commission and J.B.Laber, and regarded me as a Commission representative. My foreman Mr. A.L.Meyer, talked to him a time or two, in an effort

to get him to complete the pipe work himself, inasmuch as all the mains were so rotten and badly encrusted as to be practically useless, but without satisfaction.

On Wednesday, August 21, Mr. Devers calledme on the phone and said that Collier, Attorney of Portland had called him and that Stewart was putting off his creditors, with the plea that the Commission owed him a good sum of money. I told Mr. Devers that the reverse was true, that Stewart was already in debt to the Commission for work done.

It will be noted that the water users were temporarily cut in on the lines of the Independent Water Co., and thereafter refused to change back over, since they got water, whereas before the opening of a tap was reported to take all the pressure, and left the others practically without. The main was so badly fouled that it is doubtful if it would discharge the amount of a ¾" pipe. A short section of 2" main is preserved at the Maintenance Patrol Shed as an exhibit.

On Sept. 21, on thearrival of the pipe ordered to replace that part which had been destroyed in moving, I went to check up on the salvaged pipe and found that it had been removed. I notified the city marshall, and also went hunting myself. I located an eyewitness, and found that E.H. Matheny had hauled it off. I looked him up and he told me that he hauled it for Luther Elliff. I looked up Elliff and he told me that Stewart gave him the pipe as it was not fit for any further use.

I had my foreman, Myers, go see Stewart about it andhe confirmed Elliff. We therefore laid what pipe we had b bought, which also included some 2" and 1" pipe which was destroyed from about Sta. 125-121.

Will you please advise me if I shall make up proofs and statements, for a basis for collection of costs from the Cascade Water Co.,

Very Truly Yours,

S.F. Walters

S.F.Walters,
Resident Engineer.

2 copies
Encl.

October 23, 1935

Mr. K. D. Lytle,
Division Engineer,
State Highway Department,
Bend, Oregon.

Dear Sir:

You will recall that there has been considerable discussion and annoyance over the Cascade Water Company's pipe line, or that portion of it which was disturbed in connection with the improvement of the highway through Cascade Locks.

Recently I prepared a letter for Mr. Baldock notifying Mr. Stewart that the Commission would recognize no further responsibility with respect to relaying the pipe since the pipe has been removed or sold by Mr. Stewart and was not made available when the Commission was ready to reinstate the water line.

To that letter Mr. Stewart has made reply and I am inclosing a copy of the reply and wish you would tell me what the facts are with respect to statements made by Mr. Stewart.

Yours very truly,

J. M. DEVERS

JMD:PW
Inc.

October 29, 1935

Mr. A. L. Stewart, Vice President,
Cascade Water Company,
Box 115,
Cascade Locks, Oregon.

Dear Mr. Stewart:

Your letter addressed to the State Highway Commission under date of October 26th, relative to a controversy concerning some water pipe involved in highway construction through Cascade Locks, has been handed to me for reply.

I have no information concerning some of the statements made in your letter and therefore cannot reply until I am further advised.

I have sent your letter to the Division Engineer and have asked him to get me the facts and report back. As soon as I hear from him I will write you again.

Yours very truly,

J. M. DEVERS

JMD:PW

FORM 0-84, ASTTS, 3M 6-35

COMMISSIONERS
HENRY P. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174-E

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

October 28, 1935

NOTED

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. S. H. Probert.

Dear Sir:

Reference is made to Resident Engineer S. F. Walter's Final Estimate on the Cascade Locks Project which you recently inquired about.

Mr. Walters was in the office today with the semi-final estimate which is complete with the exception of a price agreement which we believe covered both barreled asphalt and crushed rock which was left over at the completion of the work and used by our maintenance forces. In addition we are short an invoice covering KC3 which was used on the final seal. You will note Mr. Walters has again written Mr. Kernan for this information and as soon as it is supplied the final estimate will be forth coming.

Very truly yours,

K. D. [illegible]
DIVISION ENGINEER

By:
W. J. Wilcox

wow/e
cc H. G. Smith

FORM S-A-1 12581 10M 11-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Bend, Oregon
October 28, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. F. K. Kernan,
Paloma,
Oregon.

Dear Sir:

On the 13th September I sent you some price agreements for your signature, covering prices on barreled asphalt and broken stone.

To date I have not received these agreements nor any word from you. Also I have not received invoices covering RC3 which you hauled in on September 13, for seal coat.

Inasmuch as your estimate originates in this office, I would suggest that you get these matters attended to so that the final may be completed and sent to Salem.

Very truly yours,

(Signed) S. F. Walters
Resident Engineer

cc K. D. Lytle
cc 1 A Bald K

Cascade Locks. Oregon.

October. 26th. 1935.

State Highway Commission, Salem,Ore,

Dear Sirs.

Your Letter of the 21st Received and Contence Noted,
Serry to advise you That you are Mistaken in regards to your Statement that I was Notified to Remove the Pipe. The Truth of it is. WALTERS Agreed to Remove the Pipe without Expence to the Cascade Water Company. Then on the Morning that the Pipe was Broken In Tow Two. By the Shovel. Allowing a Leg to Ball on it, and Brake The Pipe In Two. The Pipe was Broken at 8.10 A,M, and I was Notified at 7.55. By Kerman , to Take Care of it, or he Would Possably Have to Brake the Pipe, as it was in His way, This was at 7.55. on the Morning the Pipe was Broken. Mr Walters Came to my Home at 8.Ccecl the Same Morning and told My Son and Daughterinlaw. Tahe if he Didnot Take Care of the Pipe he Would Bust it all to Hell. in Ten Minutes. and he Done as he said,
The Cascade water Company,Has no Desire to Start any Suit against anyone. it is Not Their Intentions, if Peacible Settlement Is Made, But Sence you Show the Desire to Try it in the Courts. we will Meet y You There. While we would Rather Be Peaseable. Walters is at the Fault. By Telling me he would Take Care of it, and Then Give me Ten Minutes in Which to do A Weeks work.

Yours Very Truly,

A. L. Stewart.

A, L, Stewart, Vice Pres. and Tres,
Cascade Water Company,
Box. 115.

REFERRED TO
M. Devers
by State Highway Engineer

Please Be Advised that at No time Did I ever See any of the Pipe, Sence it was Taken up, Nor Did I Despose of any of it,

A,L,S,

1148

October 23, 1935

Mr. F. J. Kernan
Paloma, Oregon

Dear Sirs

With reference to your request by telephone, this will advise that the final estimate for the Cascade Locks Project is expected to be received from the field about October 29th or 30th, and that immediately upon receipt of that estimate a voucher for the same will be prepared in which the retained percentage will be reduced from 7½ per cent to 3 per cent.

In this connection, Resident Engineer Walters informs us that he has not yet received back from you two price agreements which were sent to you sometime ago for your signature. It will expedite matters if you will return these price agreements to Mr. Walters at once.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Seattle 1@ 8-12-35 10M

TELEPHONE: MAIN 7772

UNITED STATES FIDELITY AND GUARANTY COMPANY — HALLMARK OF GOOD INSURANCE

McCOLLISTER & CAMPBELL, INC.

GENERAL AGENT

RAINIER BUILDING, 208 MARION STREET
SEATTLE, WASH.

1741

October 21, 1935

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: S#236295 - F. J. Kernan

We are in receipt of your letter of October 14th, advising us of a claim filed by Philip Cloninger against F. J. Kernan on his contract for the construction of Cascade Locks project. We have communicated with Mr. Kernan and are in hopes that he will shortly adjust this matter.

Very truly yours,

McCOLLISTER & CAMPBELL, Inc.,

By D. V. McCollister

DHM-s

October 21, 1935

Mr. A. L. Stewart,
Cascade Locks, Oregon.

Dear Sir:

It appears that during the construction of the highway through Cascade Locks it became necessary to disturb some water main or pipe line located within the boundary of the street and which you were obligated to move and were notified to move, but refused to do so, and consequently the State with its own forces, or at its expense, took up the pipe line intending to relay it after the street work had been completed.

It appears, however, that you disposed of a portion of the pipe and have therefore interfered with the Commission's plan to relay the same. You are, therefore, advised that by reason of your interference with the Commission, and by reason of the fact that you have disposed of the pipe, the Commission deems its obligation satisfied, and if the pipe or any part of it is relaid it must be done by yourself and at your expense, and under such supervision and control as the Highway Commission may find necessary to impose.

Yours very truly,

State Highway Engineer

JMD:PW

cc K. D. Lytle
H. G. Smith

#1737

174B

October 14, 1955

U. S. Fidelity & Guaranty Company
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have just received in regard to the claim of one Philip Clonlager against contractor F. J. Kernan, arising out of Mr. Kernan's contract for the construction of the Cascade Locks project. I am giving you this information inasmuch as you appear as surety on the bond furnished by Mr. Kernan in connection with this job.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG:MBL

Encl.
cc - F J Kernan

October 14, 1935

Mr. W. Y. Masters
Attorney-At-Law
Suite 704 Guardian Building
Portland, Oregon

Dear Mr. Masters:

Acknowledgement is made of the receipt of your letter of the 11th inst., regarding the claim of Mr. Philip Cloninger against J. F. Kernan, arising out of Mr. Kernan's contract with the State Highway Commission for construction of a section of the Columbia River Highway through the town of Cascade Locks in Hood River County.

It is noted that you wish the Highway Commission to withhold a sufficient amount of money from Mr. Kernan to cover the amount of Mr. Cloninger's claim. I am sorry, but we cannot do this because it is contrary to the policy of the Highway Commission to withhold moneys due contractors on account of claims which the Commission knows nothing about and is in no position to pass judgment on.

However, claimants against contractors for state highway work are amply protected by a bond furnished by the contractor. In connection with the job in question, Mr. Kernan furnished such bond, which was written by the U. S. Fidelity & Guaranty Co., for whom G. B. Eckles is the local manager, with offices in the Bedell Building, Portland. I would suggest that you communicate with Mr. Eckles in regard to this matter, and, if you secure no satisfaction by so doing, then have Mr. Cloninger file his claim with the Secretary of State, in accordance with the provisions of the statutes covering such matters.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:MBL

W. Y. MASTERS
ATTORNEY AT LAW
SUITE 704 GUARDIAN BUILDING
PORTLAND, OREGON

October 11, 1935

State Highway Commission,
Salem, Oregon

Gentlemen:

Mr. Phillip Cloninger has consulted me relative to wages he claims due him from F. J. Kernan, who as I understand has a contract with the State on the Columbia River Highway in Hood River County, at Cascade Locks, for grading and bituminous macadam, under contract for bids received March 28, 1935.

As I understand the situation, Mr. Cloninger was employed as a foreman on this work from May 14, 1935 to September 10th, and during this time worked practically all the time from ten to twelve hours a day and part of Sundays. Kernan's contract as I read it requires him to pay double wages for over time, but he refused anything for the extra time, and there is now the sum of $928.47 due Mr. Cloninger, including $40.66 for regular time.

I am calling your attention to this matter in order that Kernan may not be permitted to draw all that is due him from the State under his contract without settlement of this claim. I will be obliged if you will acknowledge receipt of this notice.

Yours very truly,

W. Y. Masters.

WYM:M

1743

October 4, 1935.

Mr. F. J. Kerman

Paloma, Oregon

Dear Sir:

We have your letter of September 6 requesting an extension of time of ten days on your contract No. 1737, Cascade Locks Section in Hood River County.

You are advised that before your application can be accepted, it will be necessary to have the consent of your surety on the bond furnished in connection with this contract.

Please secure consent of surety and forward to this office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE
cc - K. D. Lytle

Mr. Lytle: Please advise of your recommendation.

HBG

2A
289

October 5, 1935

Mr. R. H.Baldock,
O f f i c e .

Dear Sir:

I have just read the carbon copy of Mr. Lytle's letter addressed to Mr. Baldock and directed to the attention of Mr. Smith with respect to the restoration of a pipe line, the ownership of which is claimed by Mr. Stewart, and which pipe line was disturbed in connection with street or highway improvement at Cascade Locks.

I note what Mr. Lytle says about Stewart having disposed of a portion of the pipe that was taken up and which Mr. Lytle intended to re-lay. I would advise that Mr. Stewart be notified that unless he makes available an equal amount of pipe and does so promptly that the Highway Commission will deem itself relieved from any further liability or responsibility with respect to re-laying of the pipe or the reinstating of any water facilities.

Mr. Stewart's conduct in this matter has been inexcusable and he has not only failed to cooperate but he has offered all the interference that he could and I think the Highway Commission is without responsibility and has no obligation to furnish pipe to take the place of the pipe that Mr. Stewart disposed of.

Yours very truly,

J. M. DEVERS

JMD:PW

cc K. D. Lytle
H. G. Smith

1746

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 2, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRH 174-B (1935), Cascade Locks Section, Columbia River Hwy., Hood River County, was made by a representative of this office on September 28, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Prefix 14PB
File No. 15

October 1, 1935

Mr. F. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

When we started to complete the relaying of the water pipe which belonged to Mr. Stewart at Cascade Locks, we found that Stewart had given away about 100 feet of the pipe. As it was figured that this pipe would be relaid we did not have sufficient pipe to complete the job and the system was left short this section.

The history of this matter is that when we first started construction Stewart was called upon to have the pipes which he refused to do pleading poverty and standing upon his squatter rights. Mr. Devers told us to move the system ourselves and that he would try to collect the costs afterwards.

I would like to leave the system as it is since Stewart gave away the missing section but I would first like to be sure that Stewart could not make trouble. The pipe which we left out did not serve any users at this time.

I would appreciate it if you would advise as to whether or not we should put in the missing piece of pipe.

Very truly yours,

K. D. KYLE
DIVISION ENGINEER

kdl/e
cc J. M. Devers.

FORM S-G-1 52775 2M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

October 1, 1935

174 K

Mr. F. J. Kerman,
Paloma,
Oregon.

Dear Sir:

The time on your contract No. 1737, Cascade Locks Section expired on September 9 and as the job was not completed it will be necessary that you apply to the State Highway Commission for an extension of time. Your letter of application should be accompanied by one written by your surety company agreeing to the extension of time.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc H. B. Glaisyer

FORM S-C-1 33778 SM 6-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1745

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

October 1, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

When we started to complete the relaying of the water pipe which belonged to Mr. Stewart at Cascade Locks, we found that Stewart had given away about 100 feet of the pipe. As it was figured that this pipe would be relaid we did not have sufficient pipe to complete the job and the system was left short this section.

The history of this matter is that when we first started construction Stewart was called upon to have the pipes which he refused to do claiming poverty and setting upon his squatter rights. Mr. Devers told us to move the system ourselves and that he would try to collect the costs afterwards.

I would like to leave the system as it is since Stewart gave away the missing section but I would first like to be sure that Stewart could not make trouble. The pipe which we left out did not serve any users at this time.

I would be pleased to have you advise as to whether or not we should put in the missing piece of pipe.

Very truly yours,

K. D. Lytle
Division Engineer

kdl/e
cc J. M. Devers.

NOTED

Form 338—5M—8-35

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

1741B

For Week Ending ....., 193....

Section ..... *Kind of work* .....

Highway ..... *Section prefix* .....

Contractor ..... *Contract number* .....

Date of contract ....., 193.... *Date of completion* ....., 193....

Date work started ....., 193.... *Estimated date of completion* ....., 193....

Amount of contract . . . . . $..... *Per cent of time elapsed* .....%

Estimated cost of completed project, exclusive of engineering . . . . . $.....

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date, $....., ...% *Date project was completed* ....., 193....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

.....

.....

.....

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
.....							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ...., Bull Dozers ....., Sheet-foot rollers ....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

1743

September 27, 1935.

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

You are advised that according to our records, the date of completion of the K. J. Kernan contract No. 1737, Cascade Locks Section, was September 9. This contract apparently was not finished until September 17.

Will you kindly request the contractor to make application for an extension of time to September 17, and forward your recommendation.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM S-G-1 52770 2M 6-38

Commissioners
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1741

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON
September 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Hamm.

Dear Sir:

... letter for ... Lake Creek Jct. covering the ... protection to the bridge at Deschutes ...

... improvement left in place in ... Lee Reuter, Mrs. ... was ... but ... work might place us in the ... have to build ... etc. ... the north ... the

... will replace those ... which were covered ... operation.

... letter I felt that ... also wanted you to ...

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

cc: ... Portland
encl.

FORM S-C-1 23775 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1748

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON
September 16, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. G. G. Smith.

Dear Sir:

In response to your letter of September 13, I beg to advise that I will look into this personally. I have an appointment with Judge Reynolds at Lakeview for tomorrow and may not get down until the latter part of this week or the first of next.

I have been around this job a lot and the only kick regarding the approaches was made by Mr. Laber. Every time I meet that man he has a big plan for cooperating with us on some scheme wherein Laber will be the recipient of some work or money. His idea of cooperation consists of him doing the wanting and we doing the work or furnishing the money. He dominates the so called Chamber of Commerce and it is easy to see what is back of the letter you received. Last time I was down there I told him that I would not spend any more money on the approach to his lumber yard as I considered that we had done all our contract required. I suppose he will carry the matter up to the Commission and if he does I hope they give him a good kick.

We have already built twice as wide a street and twice the amount of curb and sidewalk required under our contract and Laber, who practically owns the town and will profit most through this construction, has raised more noise

and did more kicking than anyone else.

Have already given Hodge orders to patch up approaches on pavement, using paving crew.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e

174 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
SEP 9 1935
OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon USPW Hwy.Proj.No.
NRH 174-B (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

September 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the _____ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

A 40R 26436

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. HRH 174- Section B (1936)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of July, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 535, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 28th day of October, 1931, a project statement, which was approved by the Secretary on the 10th day of December, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 13th day of March, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty two thousand and no/100

dollars ($22,000.00) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934 (Public (Include date and citation of act of legislature by which authorized)
No. 393, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917 and Chap. 81, Laws of 1920.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 119+07.0 in the SW 1/4 of Section 12, T. 2 N., R. 7 E., and survey station 159+80 in the NE 1/4 of Section 12, T. 2 N., R. 7 E., W. M.,

, length 0.911 of a miles, in Hood River County, (1935)
being Section B of Oregon U.S.Pub.Wks.Hwy. project No. NRH 174, consisting of 0.911 of a miles of roadway and no bridges, each of more than 20 feet clear span, ~~of 0.5 mile in length~~ known locally as the Cascade Locks section of the Columbia River Highway, between official control points Portland and The Dalles.

S-5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty two thousand, and no/100 dollars ($ 22,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty seven thousand, eight hundred fifty five and 94/100 dollars ($37,855.94), the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment on payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22 day of August, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By E B Goodrich
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

SECRETARY OF AGRICULTURE,

By C. G. Nelson
Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. U.S.Pub.Wks. Hwy. (1936) NRH 174-B State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $37,855.94 as the total estimated cost of said project, and the sum of $2,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 22 day of August one thousand nine hundred and thirty-five

SECRETARY OF AGRICULTURE,

By _____
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 9—4830

FORM S-A-1 22578 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

COS

55

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1746

OREGON STATE HIGHWAY COMMISSION

SALEM

Cascade Locks, Ore.

IN REPLY PLEASE REFER TO FILE NO.

Aug. 12, 1935.

Mr. R.H.Baldock,
State Highway Engineer,

Att'n Mr. S.H.Probert
Office Engineer

Salem, Ore.

Dear Sir:

In reply to yours of the 9hh. inst.

Please be advised that the contractors attitude in regard to the submission of Certified copies of payroll transcripts is, in my opinion, deliberate.

I have been unable to expedite this matter at any time, and you are hereby advised that my instructions in this matter are ingored. The July payroll is not yet in my Hands.

Yours Very Truly,

S. F. Walters

S.F.Walters,
Res. Engr.

cc
K.D.Lytle.

COST ANALYSIS TO AUGUST 10, 1935

Cascade Locks Section, Columbia River Highway, Grading and Bituminous Macadam, Contract 1737, Prefix 14-1102, F.J.Kernan, Contractor, S.F.Walters, Resident Engineer.

	COST	QUANTITY	UNIT COST	UNIT BID	GROSS REVENUE
Clearing and Grubbing	161.03	All	--- -	----	300.00
Trench Excavation	127.34	161.4 C.Y.	0.79	1.00	161.40
Excavation, Single Class	6117.81	16028 C.Y.	0.38	0.42	6731.76
Overhaul	212.67	7089 Yd Sta	0.03	0.02	141.78
Truck Haul	218.70	1215 Yd Mi	0.18	0.12	145.80
Finish Roadbed & Slopes	176.85	0.8 Mile	221.06	200.00	160.00
Rounding Cutbanks	110.05	2156 lin ft	0.05	0.10	215.60
12" Concrete Pipe	211.41	213 " "	0.99	1.10	234.30
18" " "	303.26	132 " "	2.30	2.50	330.00
24" " "	222.06	69 " "	3.22	4.00	276.00
Removal Old Pavement	450.33	1253 sq yd	0.36	0.35	438.55
Class "A" Concrete	259.00	13.52 C.Y.	19.16	22.00	297.44
Catch Basin Frame & Grating	136.77	13	10.52	25.00	325.00
Class "D" Concrete	618.89	25.5 C.Y.	24.27	23.00	586.50
Metal Reinforcement	138.51	2385 Lbs.	0.058	0.06	143.10
Concrete Curb	4413.10	6725.6 lin ft	0.656	0.50	3362.80
Lower Course Subbase&Shoulders	4628.07	5853 C.Y.	0.79	0.65	3804.45
Top Course " " "	1595.37	2786.5 C.Y.	0.57	0.55	1532.58
Gravel in Footpaths	570.97	543 C.Y.	1.05	0.65	352.95
Concrete Curbs 30" High	56.32	55 lin ft	1.02	1.00	55.00
Filler	43.57	138 C.Y.	0.32	0.35	48.30
Hauling Filler	22.42	89 yd Mile	0.25	0.15	13.35
Sprinkling	125.32	135 M Gal	0.93	2.00	270.00
Hauling 1¼-3/4"Min Aggregate	835.99	8916 yd mi	0.094	0.12	1069.92
Force Account	130.95				149.41
	21886.76				21145.97

Total Cost	21886.76
Gross Revenue	21145.97
Net Loss	740.79

Net Loss Equals 3.5% of Total Revenue

CASCADE LOCKS SECTION, COLUMBIA RIVER HIGHWAY, GRADING AND BITUMINOUS MACADAM
CONTRACT 1737, PREFIX 14-1102

F.J.Kernan, Contractor,
S.F.Walters, Resident Engineer.

Details of Cost

Labor			
Labor		8285.00	
Supervision		1178.42	
State Industrial Accident Insurance		599.17	10062.59
Materials			
Ready Mix Cement	25.5 C.Y at 8.25	222.75	
Cement	248½Bbls. at 2.50	621.25	
Mineral Aggregate	215 C.Y. at 2.75	591.25	
Catch Basin Covers	13 at 6.50	84.50	
12" Concrete Pipe	213 ft. at 0.60	127.80	
18" Concrete Pipe	132 ft. at 1.50	198.00	
24" " "	69 ft. at 2.00	138.00	
Reinforcement Steel	2400lbs. at 0.036	86.40	2069.95
Equipment Rental, Supplies and Misc.			
Equipment Rental		4737.45	
Gas, Oil, a nd Grease		2337.56	
Explosives		112.50	
Team		12.00	
Form Lumber		200.00	
Small Tools, and Misc.		632.98	
Moving in and Out		263.25	
Service Truck		150.00	
Bond		213.48	
Home Office (3%)		1095.00	9754.22
			$21886.76

Au—t—9th, 1935.

Columbia River Highway, Cascade Locks Section, Grading and Bitminous Macadam,
Contract 1737, Prefix 14-1102

Remarks:

This job was bid March 28, and the contract was awarded April 24th, and the work was started May 7th. The job was about 60% complete as of August 10,1935. Practically all the work except oiling has been completed.

Progress has been slow due to poor management, lack of cooperation from the employees, and the lack of suitable equipment, which has increased cost.

The 3/8 yard shovel used for excavation, pavement removal, and loading of gravel subgrade, was too small for economical operation. The gravel pits from which the gravel subgrade was obtained contained a considerable quantity of large boulders which were too large for a 3/8 yard shovel to handle, whereas a one cubic yard shovel could have handled a large percentage of these boulders and also would have greatly increased production.

5853 cubic yards of gravel (3"-0") for lower course subbase was dug in the Hawk pit, in 152 hours operating time, an average of 38½ cubic yards per hour. It was necessary to remove about 2000 cubic yards of oversize material, varying in size from 4" in diameter to about 4 feet in diameter. The larger sizes were removed before loading; boulders too large for shovel to handle were dragged out of the way with a 30 cat. Smaller rocks that were oversize were raked up and picked out after gravel was dumped on roadbed.

3329½ cubic yards of gravel (1"-0") for top course subgrade and footpaths was dug in the fish commission pit, in 73 hours shovel operating time, and average of 46.2 cubic yards per hour. About 75 cubic yards of oversize material varying in size from 2" to 3 feet in diameter was removed by same methods used on lower subbase.

The cost of concrete work was high due to traffic interference in the business section of town, high cost of aggregate, lack of curb forms (had only 400 lineal feet of forms on job, and these were reused 17 times), and hand labor methods used. The aggregate was shoveled into wheelbarrows, wheeled and dumped into a one sack mixer and then the mixed concrete was wheeled as far as 600 feet.

The job was bid too low for a fair profit, but by efficient management the job should have paid a small profit.

E.H.CLYMER

P 818

PACIFIC TELEGRAM

RECEIVED
AUG 8 - 1935

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N L

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT

Phld 221 1174 B 47 pd 1 extra N.L

Cascade Locks
Oregon
8-6-35

State Highway Commission
Salem Oregon

Gentlemen the business men have suffered a great loss all summer on account of highway work in our city through slowness of contractors and at present we see no relief we ask you to take action to have the job finished at once

Yours very truly
Cascade Locks Commercial Club
Pres. Earl E. Epping

Reid 5a 27

1748

#1737

July 27, 1935

Mr. F. J. Kernan,
Paloma, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 25th requesting an extension of time of 40 days on your contract No. 1737 - Cascade Locks Section of the Columbia River Highway in Hood River County.

Please be advised that before your application can be accepted and acted upon by the Highway Commission it will be necessary to have the written consent of your surety on the bond furnished in connection with the contract. Please secure the consent of surety and forward it to this office to accompany your application.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretarty.

Dict. by J. McFarland.

cc to K. D. Lytle.
Mr. Lytle:

Please advise of your recommendations.

H. B. Glaisyer.

FORM S-C-1 10010 1-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Hwy 1943

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

June 17, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

Recently I sent in an order covering the construction of a retaining wall on the Cascade Locks job, the work to be done by State Forces.

Will you advise as to whether or not we will have to secure the men who build the wall from the National Reemployment Agency and also as to whether we will have to pay them the usual rates set for the contractor.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc S. F. Walters
cc W. S. Hodge

FORM S-C-1 15010 J-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Hardiesty
1748

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

June 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith

I hand you herewith the approved "Order for State Force Work on Contract Projects," Contract 1737 covering the construction of a retaining wall in front of Clotfelters store.

It is necessary that this work be done in order to prevent the fill slopes from encroaching upon the railroad property.

I tried to get a price agreement from the con'ractor but as he wanted $18.00 for rubble masonry, I thought it would be best to do the work ourselves.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.

FORM S-64 10010 1-M 1-35

COMMISSIONERS:
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Hood Davies Co.
Plat
146

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

June 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

I hand you herewith the approved "Order for Extra Work" contract No. 1737, covering the lowering of culvert pipe.

The upper end of the old pipe was so high that in order to secure sufficient covering it is necessary to lower the pipe.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.

FORM S-A-1 10818 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1746

OREGON STATE HIGHWAY COMMISSION

SALEM

Cascade Locks, Oregon.
June 12, 1935

IN REPLY PLEASE REFER TO FILE NO.

West Coast Power Co,

Cascade Locks, Ore.

Gentlemen:

I have notified you verbally twice about moving power poles on our right of way through Cascade Locks.

Your failure to do so, is resulting in expense to the contractor.

Kindly give this matter your immediate and earnest attention.

Very respectfully,

Frank Walters
Resident Engineer.

cc

R.H. Baldock ✓
J.L. Evans
K.D. Kittle

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREGON

June 12, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the estimate dated May 29, 1935, recently submitted for preparation of the project agreement on Oregon U.S.Public Works project NRH 174-B, the Cascade Locks section of the Columbia River Highway .

It is noted that an error was made in adding the 10% for engineering and contingencies for the 20' roadway section. We find the estimated total cost for that section to be $4,356.51, and the cost per mile $17,084.35. We prorated the $22,000,00 of NRH funds requested, which gives $19,468.21 for the 40' roadway and $2,531.79 for the 20' roadway, and are recommending the estimate for approval with those corrections.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

FORM B-A-1 10619 15M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
M. S. GOALDYKE, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 5, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. F. Walters,
Resident Engineer,
Cascade Locks, Ore.

Dear Sir:

Mr. S. Murray, Chief Engineer of the O.W.R.& N. Company just called regarding a complaint which they have received from Claude Feltor's Store & Cafe at Cascade Locks, in which they represent that you are covering up their service station pump which is on the O.W.P.& N. Company's property.

In looking at the Federal Aid plans, I note that the dividing line between O.W.R. & N. Company and J.B.Laber apparently passes through the Claude Feltor's store a part of the land abutting the highway in front of his store is J.B. Laber's property and a part O.W.R.& N. Company property.

There is no information concerning the location of the gas pump, but if it be located on O.W.R.& N. Company property and we are encroaching with our slope~~easements~~, you will need to make other arrangements. Please investigate this to determine whether you are encroaching on O.W.R.& N. property, and if so, make some arrangements (with the approval of Mr. Lytle) for the construction of a small wall or riprap to remedy the situation.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H
CC to
R.d.Baldock
K. D. Lytle

NOTED
State Highway Engineer

Federal

June 1, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of estimate as basis for project agreement for the Cascade Locks Section, Project No. NRH 174-B (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NHH 174-B (1935)

CASCADE LOCKS SECTION OF THE

COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 29, 1935

40' Roadway (Sta. 110+07 to 146+31.4)

All Required		Clearing and Grubbing		$ 216.03
140	cu. yds.	Trench Excavation	$ 1.00	140.00
18,100	" "	Excavation, Single Classification	0.4	7,602.00
4,700	yd. sta.	Overhaul	0.02	94.00
800	yd. mi.	Truck Haul	0.12	96.00
0.67	mile	Finishing Roadbed & Slopes	200.00	134.00
3,100	lin. ft.	Rounding Cutbanks	0.10	310.00
170	lin. ft.	12" Concrete Pipe	1.10	187.00
60	" "	18" Concrete Pipe	2.50	150.00
110	" "	24" Concrete Pipe	4.00	440.00
1,300	sq. yds.	Removal of Old Pavement	0.35	455.00
10	cu. yds.	Class "A" Concrete	22.00	220.00
10	only	Metal Frame and Grating	25.00	250.00
24	cu. yds.	Class "D" Concrete	23.00	552.00
2,200	lbs.	Metal Reinforcement	0.06	132.00
7,200	lin. ft.	Concrete Curb	0.50	3,600.00
5,500	cu. yds.	Lower Course Subbase & Shoulders	0.65	3,575.00
1,700	" "	Top Course Subbase & Shoulders	0.55	935.00
500	" "	Gravel in Footpaths	0.65	325.00
700	" "	Filler	0.35	245.00
700	yd. mi.	Hauling Filler	0.15	105.00
210	M-Gal.	Sprinkling	2.00	420.00
1,850	cu. yds.	Placing 1½" - ¾" Mineral Aggr.	1.10	2,035.00
12,500	yd. mi.	Hauling 1½" - ¾" " "	0.12	1,500.00
850	" "	Furnishing, Hauling & Placing Other Mineral Aggregate	3.65	3,102.50
130	tons	Asphalt in Place	29.50	3,835.00
14	"	Emulsified or Cutback Asphalt in Seal Coat	22.75	318.50
			Subtotal	$ 30,454.03
			10% Engr. & Cont.	3,045.40
			Total	$ 33,499.43

Length 0.636 mile
Cost per mile $ 51,06[illegible].20

20' Roadway (Sta. 146+01.4 to 151+50)

All Required		Clearing and Grubbing		$ 83.97
10	cu. yds.	Trench Excavation	$ 1.00	10.00
900	" "	Excavation, Single Classif.	0.42	378.00
100	yd. sta.	Overhaul	0.02	2.00
800	yd. mi.	Truck Haul	0.12	96.00
0.24	mile	Finishing Roadbed and Slopes	200.00	48.00
900	lin. ft.	Rounding Cut-banks	0.10	90.00
20	" "	12" Concrete Pipe	1.10	22.00
700	sq. yds.	Removal of Old Pavement	0.35	245.00
800	cu. yds.	Lower Course Subbase & Shoulders	0.65	520.00
300	" "	Top Course Subbase & Shoulders	0.55	165.00
100	" "	Gravel in Footpaths	0.65	65.00
100	" "	Filler	0.35	35.00
100	yd. mi.	Hauling Filler	0.15	15.00
10	M-Gal.	Sprinkling	2.00	20.00
350	cu. yds.	Placing 1½" - ¾" Mineral Aggregate	1.10	385.00
2,000	yd. mi.	Hauling 1½" - ¾" Mineral Aggregate	0.12	240.00
200	cu. yd.	Furnishing, Hauling & Placing Other Mineral Aggregate	3.65	730.00
30	Tons	Asphalt in Place	25.50	765.00
2	"	Emulsified or Cut-back Asphalt in Seal Coat	22.75	45.50
			Sub-total	$ 3,960.47
			10% Engr. & Cont.	396.04
			Total	$ 4,456.51

Length	0.25[illegible] mile
Cost per mile	$ 17,476.50

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	FAH Funds	State Funds
40' Roadway	$ 33,[illegible]	$ 19,416.92	$ 14,0[illegible]
20' Roadway	4,456.51	2,[illegible]	1,873.43
	$ 37,[illegible]	$ 21,[illegible]	$ 15,955.94

NON-PARTICIPATING ITEMS

Mineral Aggregate in Stockpile (Furnished Under Contract 115)

40' Roadway

1,850	cu. yds.	1½" - ¾" Crushed Rock in Stockpile $1.79	$ 3,311.50

20' Roadway

350	cu. yds.	1½" - ¾" Crushed Rock in Stockpile $1.79	626.50
			$ 3,938.00

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maint: Chap. 41, Laws 1917

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

1743

Lease
Con. & Agr.
Hand Rubbish

W. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

May 25, 1935

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention Mr. H. G. Smith

Attached is certificate of compliance with NRA codes signed by Vogh H. Lindsay, who proposes to sub-contract the culvert and curb work on the Cascade Locks contract No. 1737, from F. J. Kernan.

We will forward the sub-contract as soon as the file is complete.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

By:
W. O. Widdows

wow/e
encl.

FORM S-A-1 10619 15M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Prefix. WLF
File No. 9

OREGON STATE HIGHWAY COMMISSION

SALEM

Cascade Locks, Ore.
May 23, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. J.H.Devers, Ass't Att'y Gen'l,
Oregon State Highway Department

Att'n Mr. DeSouza

Salem, Ore.

Dear Sir:

Amplifying my wire of yesterday. I searched the records at Hood River, and found no record of any franchise for the Cascade Water Co. This is the utility in which Mr. A.L.Stewart is interested. I neither find that there is any easement or deeded right of way for any lines over private property. There is only notice of intent to appropriate 500 miners inches of water from Dry Creek, given by the president and secretary of the Cascade Water Co. as of August 8, 1894, filed in Vol. 1, P. 143, Hood River County Record of Water rights, being a transcript of the Recprds of Wasco County.

There is a 3" main in the way of construction and is now or will before night handicap shovel work. Water users are somewhat concerned over the possibility of a dry spell in the event of a break in the main. Two of these are a barber shop and a restrant.

Stewart is not quite as hardboiled as he was and I believe that pressure form your office will have the effect of making him act immediately, although he pleads poverty. A Mr. Preston Ash, of Stevenson, Wash. is also a heavy stockholder in the company, according to local report.

Very Truly Yours,

R.H.B. ENGR.

Tele. & Teleg.
via. A.T.&T. C.
Mail Cascade Locks.

CC J.W.Lytle.

F 819 (10-29)

PACIFIC TELEGRAM

CLASS OF SERVICE DESIRED

TELEGRAM		DAY LETTER		NIGHT MESSAGE		NIGHT LETTER	✓

PATRONS SHOULD CHECK THE CLASS OF SERVICE DESIRED; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A TELEGRAM

RECORDER'S NUMBER	TIME FILED M.	CHECK

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Cascade Locks, Ore. May 22 1935 19

To [illegible] Atty Genl

Salem, Ore.

NO FRANCHISE OF RECORD IN COUNTY COURT PROCEED
ING TO [illegible] 1893. CASCADE WATER COMPANY HAS [illegible]
NOTICE TO APPROPRIATE FILED AUGUST EIGHT [illegible]
[illegible] 1894. TRANSCRIPT FROM WASCO COUNTY.
HOLDING REPAIR WORK FOR ORDER FROM YOUR
OFFICE.

FRANK WALTERS

RES. CITY.

KDL

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.
cc Frank Walters

Prefix 14 P 13
File No. 15

May 20, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention Mr. H. G. Smith.

In accordance with your instructions we will take care of Mr. A. L. Stewart's pipes at Cascade Locks and I am asking that you approve the attached "Order For State Work on Contract Projects."

The amount of the estimate is just a guess as we have been unable to find any record as to the size or number of pipes that will have to be moved.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.
cc Frank Walters

FORM S-K-1 19011 1500 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

14 F 2

9

OREGON STATE HIGHWAY COMMISSION

SALEM

May 18, 1935

Mr. A. L. Stewart,
Cascade Locks, Oregon.

Dear Sir:

I am directed by the Highway Commission to advise you that the water mains or pipes now occupying the right of way of the highway through Cascade Locks, which water mains, I am advised, are a part of a water system owned by you, must be removed or otherwise cared for so as not to interfere with the contractor's operations in the carrying out of his contract with the State for the construction of the highway through Cascade Locks.

This work must be done promptly in order to avoid interference with the contractor. Should you fail to do it the Highway Commission will be forced to take such steps as are necessary to protect the pipes or move and relay them in order to permit the highway construction work to go forward, and the Commission will thereafter seek to recover from you the cost and expense incurred by the State.

I trust that you will cooperate with the State in this matter to the mutual benefit of all concerned. I am sorry I was not in the office when you called the other day and I am sorry too that I missed you in Portland. I would very much have liked to had an opportunity to discuss this with you personally.

Yours very truly,

J. M. DEVERS

JMD:PT

cc K. D. Lytle
H. G. Smith
R. H. Baldock

FORM S-C-1 14197 SM 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

May 18, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention Mr. H. G. Smith

In our agreement for the purchase of right of way from Mr. Laber at Cascade Locks, there was a provision made that the property owner might put in the masonry retaining walls to keep the slopes from running over the right of way line. However, since we started work Mr. Laber and others have been putting in wooden bulk heads of rather flimsy construction and it will only be a short time before they fail. In view of the agreement I would like to have an opinion as to whether we should compel these property owners to build walls that would have some chance of remaining for at least a reasonable period of time.

For the most part the failure of any of these walls would not affect the traveled road way, but only the sidewalk area.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e

MAY 21 1935

1746

May 14, 1935

Mr. H. G. Smith
O f f i c e

Dear Sir:

At the meeting of May 2 and 3, F. J. Kernan came before the Commission regarding the Cascade Locks job and, after considerable discussion, agreed to accept the contract and to start work immediately under the conditions recommended which were to the effect that he would submit no claims for extra compensation arising out of the delay in awarding him the job, except claim for an extension of time.

Very truly yours,

State Highway Engineer

RHB:HI

Prefix 141½
File No. 8

May 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention Mr. H. G. Smith.

In regard to the refusal of Mr. A. L. Stewart of Cascade Locks, to move his water pipe where it is interfering with the construction work.

So far one pipe at Station 133+60 has been uncovered and when Mr. Stewart was approached by our resident engineer he flatly refused to move it considering that this and the other pipes in his system had been in since 1894 and that if any changes were necessary it would be up to us to do the work.

will you please take this up with Mr. Devers and advise what action we should pursue. No one knows how many pipes there are so that I can not give you any idea as to the cost of moving them.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc F. S. Walters
cc J. H. Devers

FORM S-A-1 19153 10M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Cascade Locks, Ore.
May 8, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K.D. Lytle, Division Engineer,

Oregon State Highway Department,

Bend, Ore;;

Dear Sir:

I saw Mr. A.L.Stewart, the owner of the large water pipe line at Sta. 133-50, and who undoubtedly has other lines not yet located which will be in the way of construction. He told me that he expected the State or contractor to take care of these items, and very emphatically indicated that he would not argue about the matter.

I also got word to the people in the west end of town about the pipes there.

In view of the attitude of these people, I would like to have a definite course of proceedure from your office or from the Attorney General.

Very Truly Yours,

Frank Haller

Res. Engr.

Room 9,
Craigmont Hotel.

I just got hold of Mr. Myers, the man at the West end and his part is satisfactorily taken care of.

April 27, 1935

174B

Mr. K. D. Lytle
Highway Division Engineer
Bend, Oregon

Dear Sir:

In line with your letters of April 13th and April 18th, we have had the Bridge Department advise the plans for the box culvert required on the Cascade Locks Project, to provide for the elimination of the concrete bottom. A copy of the revised plan is being mailed to you today and two copies are going forward to Mr. Peck. Mr. Peck will see that the contractor is advised before any materials are ordered.

Mr. Kernan has intimated that he will not accept the award of the contract. He has given us nothing in writing, however, to this effect. The contracts have been forwarded to him for execution and have not yet been returned. We, therefore, cannot state definitely whether or not Mr. Kernan will go ahead with the work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc J. E. Peck

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 18, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. S. H. Probert.

I had Mr. Peck investigate the plan of the 3x6 box culvert at Cascade Locks and I am sending you a copy of his letter to which is attached a sketch of the culvert plan.

It seems to me that if the contractor is willing we should change the design to eliminate the floor. This would be easier . It would be easier to build the floorless box than it would to put in the floor and bother with the pipe.

Very truly yours,

K D Lytle

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.
cc Mr. H. G. Smith

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

COMMISSION
NGINEER

H. G. Smith.

ent is objecting
n the Cascade
we are extending
that this exten-

why we should
is very little

in S. L. Damon's

s,

kdl/e
encl.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

The War Department is objecting to the design of the box culvert on the Cascade Locks job. The old culvert which we are extending has no bottom and it is requested that this extension be built without a bottom.

I see no reason why we should not make this change in that there is very little water through this culvert.

A copy of Captain S. L. Damon's letter is attached.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.

COPY

WAR DEPRTMENT
OFFICE OF THE DISTRICT ENGINEER
Portland, Oregon.

April 11, 1935

Oregon State Highway Commission,
Bend, Oregon.

Gentlemen: Attention: Mr. Lytle.

Reference is made to your letter of April 8, addressed to Allen L. Darr, Associate Engineer, relative to improvement of highway through the town of Cascade Locks, particularly at the point where power pipe-line to the navigation locks passes under the highway.

At present the pipe line passes through the existing culvert, which is not lined on the bottom. Free access is afforded for inspection and repairs. Extension of the culvert as you propose, with concrete floor above the pipe, would make inspection and repair impracticable. The pipe has been in service many years and failure in the near future may reasonably be expected. Plan of improvement as proposed by you is therefore considered objectionable by this office.

For the district engineer:

(Signed) S. L. Damon,
Captain, Corps of Engineers,
Military Assistant.

Const.
Co. & Agree
Hood River Co.
1743

April 25, 1935

Mr. F. J. Kernan
Paloma
Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 1757 which was awarded to you by the State Highway Commission on April 24 for the construction of the Cascade Locks Section of the Columbia River Highway in Hood River County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

NAH 174-B
(1935)

April 24, 1935

Mr. F. J. Lorben
Falcona, Oregon

Dear Sir:

For use in connection with the Cascade locks grading and bituminous macadam project which was recently awarded to you, we are transmitting herewith instructions relative to the procedure to be followed in the employment of labor for the work.

The applications for the labor lists to which reference is made in these instructions should be addressed to the National Reemployment Office, Old Post Office Building, Portland, Oregon. A supply of the forms on which to make the applications is being enclosed herewith.

It is suggested that you contact the officials in charge of the employment office at once with the view of enlisting their cooperation and of acquainting yourself with their methods.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

cc K. D. Lytle
J. K. Peck

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

April 24, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon U.S.Public Works highway project NRH 174-B (1935), Cascade Locks section of the Columbia River Highway, to F. J. Kernan, Paloma, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

April 24, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

This is to advise that, with your concurrence, the contract for the grading and surfacing of the Cascade Locks Section (Project BRS 17-B, 1935) is today being awarded to F. J. Karmen, the low bidder.

Bids for this project were received on March 28th. The award was delayed pending the closing of arrangements for the use of a gravel deposit from which a part of the surfacing materials are to come.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

April 17, 1935

Mr. K. D. Lytle,
Division Engineer,
State Highway Department,
Bend, Oregon.

Dear Sir:

Your letter of the 15th addressed to Mr. Baldock directed to the attention of Mr. Smith, in which you ask for advice concerning the matter of the construction of the grade through Cascade Locks under conditions where the fill slopes will encroach upon buildings recently constructed or moved to new locations, has been handed to me for reply.

The deed by which Mr. Laber conveyed to the State the right of way through Cascade Locks gives to the State an easement for fill slopes. Therefore it is my opinion that the State will not incur any liability if slopes encroach upon buildings built up to the right of way. In justice to those property owners, however, and as a matter of courtesy to Mr. Laber, who has cooperated with us in every way possible and has been patient with us in all delays, I would suggest that you call the situation to the attention of both the property owner and Mr. Laber so that the property owner will have an opportunity to adjust himself to whatever situation may develop.

Even though we may have the right to build our fills and let the slopes occupy the ground over which we have an easement I think we should not needlessly interfere with the property owners. If, however, the road cannot be properly constructed without this interference, then, of course, we must proceed with the construction of the road, but I believe if the situation is called to the attention of the particular property owners that no difficulty will be encountered.

Yours very truly,

JMD:PW

J. M. DEVERS

cc R. H. Baldock
J. B. Laber
J. N. Bishop
H. G. Smith

FORM 2-A-1 10000 SM 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

April 16, 1935

1-4B

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum

F. J. Kernan called Mr. Baldock on telephone with reference to Cascade Locks Section on which he is low bidder.

Mr. Baldock told Mr. Kernan the contract would be awarded to him tomorrow and we would take his check.

Mr. Kernan: "You can't take my check, it has been more than ten days."

Mr. Baldock: "We will try it, anyway."

Mr. Kernan: "All right, if you will treat me fair."

Mr. Baldock: "We will treat you as we do all. We always treat all of them fair."

File

FORM 2-C-1 14187 2M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEN

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 15, 1935

Mr. R. H. Baldock,
State Highway Enginecr,
Salem, Oregon.

Dear Sir: Attention Mr. H. G. Smith.

In Cascade Locks there are several places where the owners of buildings have built right up to the property line.

Although we have easements for the fills I would like to know if we will have the right to fill up against these buildings. In one instance there is a garage that is about three feet below grade and if they ever open the door our fill will go into the building.

I would like to have a legal opinion on this matter.

Very truly yours,

K. D. Lytle

K. D. LYTLE
DIVISION ENGINEER

kdl/e

APR 16 1935

FORM S-C-1 10010 1-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

There are several points in the agreement between the State and Mr. J. B. Laber which seem to conflict with what we intend to do and I would be glad to have your opinion on these points. I quote from this agreement as follows:

"First party agrees to excavate between stations 110 and 130 to the full width of its right of way to the grade established by its engineering department. Between stations 104 and 115 and between stations 130 and 138.04 the second party will grant an easement to the first party for as much land as is required by 1 to 1 slopes for cuts and 1½ to 1 slope for fills, which slopes shall start at highway grade not more than 34' from the highway center line and continue to the natural surface of the ground; except at such places as the second party may elect to build a concrete or rock retaining wall, at which places first party agrees to excavate to grade to the right of way boundary and to excavate such additional material outside of such right of way excavation to be a part of the 1200 cubic yards specified in paragraph two of page four of this agreement.

The state shall grade or level a sufficient area for the construction thereon of sidewalks, the said sidewalk grade to conform to the profile and cross section of the highway except as hereinbefore provided. The area within which such grading or leveling is to be done is the area shown on the platted section and which is now staked on the ground. Whenever in the construction of sidewalks, retaining walls and steps are necessary, to obviate the construction of same in the deeded right of way, the state will excavate to the right of way

line to permit the construction of the retaining walls and steps on the property of the grantors."

You will first note that we are obliged to grade the full width of the right of way between stations 110 and 130 but our easement for slopes covers only that section between stations 104 and 115. What will happen if the slopes between 115 and 130 go over upon the Laber property or the property of other owners along this section.

The second paragraph is in conflict with the statement that we should grade the full width between 110 and 130 in as much as it refers to the width of the grading being in accordance with the plan as shown on the platted section which plan provided for a width of 68 feet. This feature is not very material as to cost but the question as to the easement between 115 and 130 is quite important if the 80 foot road is built as we have several fills that will affect the buildings now in place.

The toe of the slopes are drawn on the original map and they seem to have been based on the assumption of a width of 68 feet for this improvement.

I wish you would give me your opinion on these matters.

Yours very truly,

K. D. LYTLE
DIVISION ENGINEER

kdl/e

FORM S-G-1 10010 1-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 4, 1936

1748

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

I went back down to Cascade Locks Tuesday and took a sample of the rock from Laber's pit. It was taken from the hole in the middle of the flat in the bottom. This hole showed more rock than the other holes but it is exceedingly difficult to secure a sample which is representative of the whole pit.

The lower pit at Herman Creek was not excavated to a sufficient depth, but they got the work done yesterday and Peck is sending the sample today.

It still looks as though we should stay with our original plan.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

March 13, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon U.S.Public Works highway project NRH 174-B (1935), the Cascade Locks section of the Columbia River Highway, have today been recommended for approval. This is your authority for advertising.

Authorization for this project is predicated upon approval of the use of State owned stockpiled rock by our Washington Office.

It is also noted that the leveling course is to be from 0" to 2-1/2" which deviates from the requirement that there should be a minimum thickness of 1/2" on such projects. Our approval is subject to the approval by Washington of this provision.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

March 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Cascade Locks Section, Project No. NEM 174-B (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Your attention is called to the condition of securing the 1¼" - 3/4" crushed materials for the work from certain state-owned stock piles in the vicinity of the project. These materials were produced in 1930 under Contract No. 1155, in connection with non-skid work being done at that time. After completion of the non-skid work a portion of the 1¼" - 3/4" materials were unused and it is our desire to use these materials in the work which we propose to do at this time.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 174-B (1935)

CASCADE LOCKS SECTION OF THE

COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 12, 1935

40' Roadway (Sta. 119+07 to 146+01.4)

All Required		Clearing and Grubbing		$ 70.00
140	cu. yds.	Trench Excavation	$ 1.00	140.00
18,100	cu. yds.	Excavation, Single Classif.	0.45	8,145.00
4,700	yd. sta.	Overhaul	0.02	94.00
800	yd. mi.	Truck Haul	0.15	120.00
0.67	mile	Finishing Roadbed and Slopes	200.00	134.00
3,100	lin. ft.	Rounding Cutbanks	0.10	310.00
170	lin. ft.	12" Concrete Pipe	1.50	255.00
60	lin. ft.	18" Concrete Pipe	2.50	150.00
110	lin. ft.	24" Concrete Pipe	3.50	385.00
1,300	sq. yds.	Removal of Old Pavement	0.40	520.00
10	cu. yds.	Class "A" Concrete	25.00	250.00
10	only	Metal Frame and Grating	4.00	40.00
24	cu. yds.	Class "D" Concrete	25.00	600.00
2,200	lbs.	Metal Reinforcement	0.06	132.00
7,200	lin. ft.	Concrete Curb	0.70	5,040.00
5,500	cu. yds.	Lower Course Subbase & Shoulders	0.75	4,125.00
1,700	cu. yds.	Top Course Subbase & Shoulders	0.75	1,275.00
500	cu. yds.	Gravel in Footpaths	1.00	500.00
700	cu. yds.	Filler	0.50	350.00
700	yd. mi.	Hauling Filler	0.20	140.00
210	M-Gal.	Sprinkling	2.00	420.00
1,850	cu. yds.	Placing 1½" - ¾" Mineral Aggregate	1.20	2,220.00
12,500	yd. mi.	Hauling 1½" - ¾" Mineral Aggregate	0.15	1,875.00
850	yd. mi.	Furnishing, Hauling and Placing Other Mineral Aggregate	4.00	3,400.00
130	tons	Asphalt in Place	26.00	3,380.00
14	tons	Emulsified or Cut-back Asphalt in Seal Coat	27.00	378.00
			Sub-total	$ 34,448.00
			10% Engr. & Cont.	3,444.80
			Total	$ 37,892.80

Length 0.656 mile
Cost per mile $ 57,763.41

20' Roadway (Sta. 146+01.4 to 159+50)

All Required		Clearing and Grubbing		$ 30.00
10	cu. yds.	Trench Excavation	$ 1.00	10.00
900	cu. yds.	Excavation, Single Classif.	0.45	405.00
100	yd. sta.	Overhaul	0.02	2.00
800	yd. mi.	Truck Haul	0.15	120.00
0.24	mile	Finishing Roadbed and Slopes	200.00	48.00
900	lin. ft.	Rounding Cutbanks	0.10	90.00
20	lin. ft.	12" Concrete Pipe	1.50	30.00
700	sq. yds.	Removal of Old Pavement	0.40	280.00
800	cu. yds.	Lower Course Subbase & Shoulders	0.75	600.00
300	cu. yds.	Top Course Subbase & Shoulders	0.75	225.00
100	cu. yds.	Gravel in Footpaths	1.00	100.00
100	cu. yds.	Filler	0.50	50.00
100	yd. mi.	Hauling Filler	0.20	20.00
10	M-Gal.	Sprinkling	2.00	20.00
350	cu. yds.	Placing 1½" - ⅜" Mineral Aggregate	1.20	420.00
2,000	yd. mi.	Hauling 1½" - ⅜" Mineral Aggregate	0.15	300.00
200	cu. yds.	Furnishing, Hauling and Placing Other Mineral Aggregate	4.00	800.00
30	tons	Asphalt in Place	26.00	780.00
2	tons	Emulsified or Cut-back Asphalt in Seal Coat	27.00	54.00
		Sub-total		$ 4,384.00
		1% Engr. & Cont.		438.40
		Total		$ 4,822.40

Length 0.255 mile
Cost per mile $ 18,911.37

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	BPR Funds	State Funds
40' Roadway	$ 37,892.80	$ 19,516.27	$ 18,376.53
20' Roadway	4,822.40	2,483.73	2,338.67
	$ 42,715.20	$ 22,000.00	$ 20,715.20

NON-PARTICIPATING ITEMS

Mineral Aggregate in Stockpile (Furnished Under Contract 1155)

40' Roadway

1,850	cu. yds.	1½" - ¾" Crushed Rock in Stockpile	$ 1.79	$ 3,311.50

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREGON

March 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of March 1, 1935, requesting inclusion of the Cascade Locks project, No. 174, in the Oregon 1935 NRH program.

The addition of this project to the program as a minor change has been approved. We will authorize advertisement as soon as satisfactory P.S.& E. have been received and approved.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

REFERRED TO
.....
By State Highway Engineer

March 1, 1935

U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Gentlemen:

Recent expansion and development in the unincorporated town of Cascade Locks, which has resulted from the construction activities in connection with the federal power project at Bonneville, make it urgent that the proposed regrading and repaving of the Columbia River Highway through Cascade Locks be undertaken at once and be brought to completion at the earliest possible time.

The intention was to include this project in this year's program of regular federal aid work but as it now appears that that program may not get underway for another month or two, we have concluded that it would be to the advantage of all concerned to add the Cascade Locks project to the 1935 ERH program. To make this possible, we propose that adjustments in fund set-ups be made as follows:

1. Set-up for the Cascade Locks project $22,000 of ERH funds and $15,000 of state funds.

2. Change the set-up for the Klamath Falls-Midland project from $117,000 of ERH funds and no state funds to $95,000 of ERH funds and $22,000 of state funds.

The above set-ups of state funds would be made with the understanding, of course, that federal funds released by cost underruns on other ERH projects in the 1935 program will later be substituted for the state funds through modifications of agreements.

We, therefore, request that the Cascade Locks project be added to the 1935 ERH program in the manner above proposed or in some other mutually acceptable manner, and that authority to advertise for bids as soon as plans are approved, be granted.

The submission of this request was ordered by the Highway Commission at its regular meeting on February 28th. Copies of the minutes will be supplied, if desired.

We would like to have action taken on the request before March 13th, if possible, in order that the project may be included in our March 28th letting.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By_____
Leslie M. Scott, Chairman.

SHP:ER

FORM S-A-1 10618 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. E. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 19, 1935.

112-3-8

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

NOTED
State Highway Engineer

Dear Sir:

Please dig some test pits along the face of the school grounds at Cascade Locks immediately back of our proposed sidewalk to see if the ground is rocky enough to stand without a designed retaining wall. I understand the school officials refuse to grant the two to one slope but will allow us the property if we will build a wall instead.

This would be satisfactory if we could get by by constructing a cheap rubble wall, but it would not appear that we can afford a standard retaining wall. Please make a thorough test of the ground and report on its condition regarding hardness and drainage.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM 5-A-1 1581B 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Const. & Agreement
Const. Highway
Hood River
1740

OREGON STATE HIGHWAY COMMISSION

SALEM
January 8, 1935

1037:1

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. Murray,
Chief Engineer,
Union Pacific Company,
Portland, Ore.

Attention - Mr. H. J. Roberts.

Dear Sir:

We are endeavoring to find other material for the topping at Cascade Locks, instead of the borrow pit 1¼ miles west of that place. I would appreciate it however, if you would hold the matter in abeyance until a definite decision can be reached.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

NOTED

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract #1689 Ends with: Contract #1737

FLASH CARDS: Begins [redacted] every Contract

Remarks:

Reel No. 20 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 28 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott D. Rhoden

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

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I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott D. Rhoden